ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

519

270317

BOOK 519 PAGE 1

Sheets 1			State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2 Debtor(s) (Last name first, address(es) Soc Sec No — Tax I.D. No) Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071		3 Secured Party(ies) and address(es) McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011		
4 Name and address(es) of assignee(s) (if any) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176		CHECK [X] if applicable 5 [ ] Products of collateral are also covered 6 [ ] Collateral was brought into this state subject to a security interest in another jurisdiction		

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

This is a precautionary filing and is being made for informational purposes.

SEE ATTACHED ADDENDUM A

RECORD FEE $1.00
POSTAGE .50
#014950 C777 R04 T09:53
(L#536) 10/15/87

WESTINGHOUSE ELECTRIC CORPORATION

Signature(s) of Debtor(s)

MCDONNELL DOUGLAS CAPITAL CORPORATION

by. [signature]
(Signature of Secured Party or Assignee of Record)
MMB Vice President

Secretary of State Copy

RIEGLE PRESS, FLINT, MICH

Attachment to UCC-1 between Westinghouse Electric Corporation and McDonnell Douglas Capital Corporation (L#538)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation Status: New Equipment

Type	Model/ Feature	Qty	Description	Serial Number
3380	AE4	1	Direct Access Storage Device	K1052
3380	BE4	1	Direct Access Storage Device	P2074

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 16, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Company as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21995/978-A-08830 dated July 31, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively.This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

ORIGINAL

BOOK 519 PAGE 3

MASTER LEASE AGREEMENT

This Lease Agreement is made the 29th day of August, 1986.

Lessor:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Lessee:

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

(a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.

(b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

ORIGINAL

TERM OF LEASE:

(a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").

(b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

(a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.

(b) Any payment past due hereunder for more than fifteeen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportaiton via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

(a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of it's business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

(b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.

(c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

(d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

(a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.

(b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.

(c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith . Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

ORIGINAL

IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

BOOK 519 PAGE 9

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

ORIGINAL

BOOK 519 PAGE 1

DEFAULT AND REMEDIES:

(a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written persuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

(b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

(c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

(d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

4-3-85

such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

(a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.

(b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.

(c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.

(d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).

(e) Section headings are for convenience only and shall not be construed as part of this Lease.

(f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.

(g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.

(h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

ORIGINAL

BOOK 519 PAGE 13

(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor_____ Lessee_____

"DUPLICATE ORIGINAL"

Lessor_____ Lessee_____

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:

FIRST NATIONAL CAPITAL CORPORATION

By: _____

Title: VICE PRESIDENT

Date: August 28, 1986

Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: _____

J. A. Pickett, Manager

Title: Computer Systems Acquisition

Date: August 28, 1986

APPROVED
☐ ADDENDUM ATTACHED
LAW DEPT.

519 11 DUPLICATE

Amendment No. 1 to Master Lease Agreement
dated August 28, 1986 between First National Capital Corporation
as Lessor and Westinghouse Electric Corporation as Lessee

On June 12, 1987, First National Capital Corporation (FNCC) assigned certain rights and obligations to McDonnell Douglas Capital Corporation (MDCC). Pursuant to such assignment FNCC has assigned to MDCC all rights and obligations as Lessor under the above referenced Master Lease Agreement as said Master Lease Agreement relates to Purchase Order No. Lease H 00013 dated December 17, 1986 and all subsequent Purchase Orders or Schedules. Any Schedules or Purchase Order(s) entered into on or after June 12, 1987 shall be executed by MDCC as if it had originally signed the Master Lease Agreement.

This Amendment No. 1 is executed as of June 12, 1987.

McDonnell Douglas Capital Corporation

By: _____

Title: VICE PRESIDENT

First National Capital Corporation

By: _____

Title: VICE PRESIDENT

Westinghouse Electric Corporation

By: _____
J. A. Pickett, Manager

Title: Computer Systems Acquisition

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO.
ON INVOICE TO FACILITATE PAYMENT.
Show Purchase Order No. on all invoices and correspondence.

Westinghouse Electric Corporation
Corporate Systems Integration — Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230—0160

PURCHASE ORDER NO.	P.O. DATE	CHANGE NOTICE NO.	C/N DATE	AGREEMENT
86JJHV21995	07/31/87	- - -		

978-A-08830

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

LEASE: 3380 DASD

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: MCD

P USLEBER
MCDONNELL DOUGLAS CAPITAL CORP
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

BOOK 519 PAGE 13

REORDER FROM: WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

B
F 48032E

1 **TERMS**. Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
2 **TRANSPORTATION CHARGE**. (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

VENDOR'S COPY

ATTACHED ACKNOWLEDGMENT
MUST BE SIGNED
AND RETURNED PROMPTLY

Schedule A
for
Purchase Order No. 86JJHV21995
978-A-08830

1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:

2.0 Equipment to be Ordered: This order is issued for the four (4) year lease of two (2) 3380 DASD as detailed on the attached Configuration Sheet.

3.0 Monthly Charge: $3,888.72

4.0 Date Equipment Requested: 08/14/87

5.0 Initial Term: 48 Months from the Commencement Date

6.0 Administrative Instructions: The preprinted terms and conditions appearing on the front and the back of the Purchase Order shall not apply to this Lease transaction.

6.1 For the purpose of this Purchase Order only, the Commencement Date shall be defined as (i) if the Installation Date for all Equipment or for the last Unit of Equipment falls on the first day of the month, that date, or (ii) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.

6.2 For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.

6.3 For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the Configuration Sheet attached to this Purchase Order for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

Initial: Lessee _____ Lessor _____

C O N F I G U R A T I O N S H E E T 07/31/87 PAGE 1

DEFENSE & ELECTRONICS SYS CO

P.O. 86JJHV21995
(978-A-08830) MCD
C/N 000

MCDONNELL DOUGLAS CAPITAL CORP
LOC 3 1 01

PO TYPE H HARDWARE

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

ATTN:

LO	MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL	IBM	* B	3380	AE4 60FWLV	DIRECT ACCESS STORAGE	L	48	08/15/87	$2,158.87	O
BL	IBM	* B	3380	BE4 66QGKV	DIRECT ACCESS STORAGE	L	48	08/15/87	$1,729.85	O
								TOTAL	$3,888.72	

TOTAL $3,888.72

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO.
ON INVOICE TO FACILITATE PAYMENT.
Show Purchase Order No. on all invoices and correspondence

Westinghouse Electric Corporation

Corporate Systems Integration — Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

PURCHASE ORDER NO.	P.O. DATE	CHANGE NOTICE NO.	C/N DATE	AGREEMENT
86JJHV21995	07/31/87	- - -		

978-A-08830

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

LEASE: 3380 DASD

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

PLEASE RETURN PROMPTLY

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

ACKNOWLEDGMENT

PLEASE SIGN AND RETURN

VENDOR NAME AND ADDRESS: MCD

P USLEBER
MCDONNELL DOUGLAS CAPITAL CORP
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

ACKNOWLEDGMENT ACCEPTED BY
SIGNED FOR SUPPLIER — DATE 8/5/87

1 TERMS: Subject to terms and conditions printed on the face, list of specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
2 TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer when prepaid costs are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

ACKNOWLEDGMENT

F 48032E

REORDER FROM WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

BOOK 519 PAGE 17

ORIGINAL

519

FAIR MARKET VALUE RENEWAL OPTION

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21995/978-A-08830, dated July 31, 1987, to the Master Lease Agreement between McDonnell Douglas Capital Corporation, as Lessor, and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

Lessee will have the option to renew any Purchase Order beyond the Initial Term on the following terms and conditions:

(a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.

(b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.

(c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.

(d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: _____

J. A. Pickett, Manager
Title: Computer Systems Acquisition

Date: September 4, 1987

MCDONNELL DOUGLAS CAPITAL CORPORATION
(Lessor)

By: John R. Clouston

Title: Vice President

Date: August 5, 1987

MMB

ORIGINAL

BOOK 519 PAGE 20

CERTIFICATE OF ACCEPTANCE

For Purchase Order No. 86JJHV21995/978-A-08830,
dated July 31, 1987
to Master Lease Agreement dated August 28, 1986
between McDonnell Douglas Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21995/978-A-08830, dated July 31, 1987, to the Master Lease Agreement dated as of August 28, 1986, between McDonnell Douglas Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation Status: New Equipment

Qty.	Type	Model	Description	Serial Number
1	3380	AE4	Direct Access Storage Device	K1052
1	3380	BE4	Direct Access Storage Device	P2074

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: (above)

DATE ACCEPTED: August 24, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.

Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)
J. A. Pickett, Manager
Computer Systems Acquisition

270313

BOOK 519 PAGE 21

1. No. of additional sheets		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
1			
2. Debtor(s) (Last name first, address(es) Soc. Sec. No. — Tax I.D. No.) Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3. Secured Party(ies) and address(es) McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011		RECORD FEE $1.00 POSTAGE .50 #014960 CTT 004 T09:54 10/15/87
4. Name and address(es) of assignee(s) (if any) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	CHECK [X] if applicable 5. [ ] Products of collateral are also covered 6. [ ] Collateral was brought into this state subject to a security interest in another jurisdiction		

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

This is a precautionary filing and is being made for informational purposes.

SEE ATTACHED ADDENDUM A

(L#538)

WESTINGHOUSE ELECTRIC CORPORATION

Signature(s) of Debtor(s)

MCDONNELL DOUGLAS CAPITAL CORPORATION

by _____
(Signature of Secured Party or Assignee of Record)

Vice President

RIEGLE PRESS, FLINT, MICH.

Secretary of State Copy

Attachment to UCC-1 between Westinghouse Electric Corporation and McDonnell Douglas Capital Corporation (L#538)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation Status: New Equipment

Type	Model/ Feature	Qty	Description	Serial Number
3380	AE4	1	Direct Access Storage Device	K1052
3380	BE4	1	Direct Access Storage Device	P2074

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 16, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Company as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21995/978-A-08830 dated July 31, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively.This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

ORIGINAL

MASTER LEASE AGREEMENT

This Lease Agreement is made the 28th day of August, 1986.

Lessor:	Lessee:
First National Capital Corporation 1100 North Woodward Ave. Birmingham, MI 48011	Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

(a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.

(b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

ORIGINAL

TERM OF LEASE: BOOK 519 PAGE 24

(a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").

(b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

(a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.

(b) Any payment past due hereunder for more than fifteeen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportaiton via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

(a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of it's business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

(b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.

(c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

(d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

(a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.

(b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.

(c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

 ORIGINAL

force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith . Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

 ORIGINAL

IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

DEFAULT AND REMEDIES:

(a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written persuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

(b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

(c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

(d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

4-3-85

such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

(a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.

(b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.

(c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.

(d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).

(e) Section headings are for convenience only and shall not be construed as part of this Lease.

(f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.

(g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.

(h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

ORIGINAL

(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor_____ Lessee_____

"DUPLICATE ORIGINAL"

Lessor_____ Lessee_____

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:

FIRST NATIONAL CAPITAL CORPORATION

By: _____

Title: VICE PRESIDENT

Date: August 28, 1986

Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: _____

J. A. Pickett, Manager

Title: Computer Systems Acquisition

Date: August 28, 1986

APPROVED
☐ ADDENDUM ATTACHED
LAW DEPT.

519 31 DUPLICATE

Amendment No. 1 to Master Lease Agreement
dated August 28, 1986 between First National Capital Corporation
as Lessor and Westinghouse Electric Corporation as Lessee

On June 12, 1987, First National Capital Corporation (FNCC) assigned certain rights and obligations to McDonnell Douglas Capital Corporation (MDCC). Pursuant to such assignment FNCC has assigned to MDCC all rights and obligations as Lessor under the above referenced Master Lease Agreement as said Master Lease Agreement relates to Purchase Order No. Lease H 00013 dated December 17, 1986 and all subsequent Purchase Orders or Schedules. Any Schedules or Purchase Order(s) entered into on or after June 12, 1987 shall be executed by MDCC as if it had originally signed the Master Lease Agreement.

This Amendment No. 1 is executed as of June 12, 1987.

McDonnell Douglas Capital Corporation

By: _____

Title: VICE PRESIDENT

First National Capital Corporation

By: _____

Title: VICE PRESIDENT

Westinghouse Electric Corporation

By: _____

J. A. Pickett, Manager

Title: Computer Systems Acquisition

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO. ON INVOICE TO FACILITATE PAYMENT.
Show Purchase Order No. on all invoices and correspondence

Westinghouse Electric Corporation
Corporate Systems Integration — Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230—0160

PURCHASE ORDER NO.	P.O. DATE	CHANGE NOTICE NO.	C/N DATE	AGREEMENT
86JJHV21995	07/31/87	- - -		

978-A-08830

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

LEASE: 3380 DASD

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: MCD

P USLEBER
MCDONNELL DOUGLAS CAPITAL CORP
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

B

1 **TERMS**. Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
2 **TRANSPORTATION CHARGE**. (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

F 48032E

VENDOR'S COPY

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED PROMPTLY

Schedule A
for
Purchase Order No. 86JJHV21995
978-A-08830

1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:

2.0 Equipment to be Ordered: This order is issued for the four (4) year lease of two (2) 3380 DASD as detailed on the attached Configuration Sheet.

3.0 Monthly Charge: $3,888.72

4.0 Date Equipment Requested: 08/14/87

5.0 Initial Term: 48 Months from the Commencement Date

6.0 Administrative Instructions: The preprinted terms and conditions appearing on the front and the back of the Purchase Order shall not apply to this Lease transaction.

6.1 For the purpose of this Purchase Order only, the Commencement Date shall be defined as (i) if the Installation Date for all Equipment or for the last Unit of Equipment falls on the first day of the month, that date, or (ii) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.

6.2 For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.

6.3 For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the Configuration Sheet attached to this Purchase Order for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

Initial: Lessee _____ Lessor _____

C O N F I G U R A T I O N S H E E T 07/31/87 PAGE 1

DEFENSE & ELECTRONICS SYS CO

P.O. 86JJHV21995
(978-A-08830) MCD MCDONNELL DOUGLAS CAPITAL CORP
C/N 000 LOC 3 1 01 PO TYPE H HARDWARE

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

ATTN:

LO	MFR	EQ	I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL	IBM	*	B	3380 AE4	60FWLV	DIRECT ACCESS STORAGE	L	48	08/15/87	$2,158.87	O
BL	IBM	*	B	3380 BE4	66QGKV	DIRECT ACCESS STORAGE	L	48	08/15/87	$1,729.85	O
									TOTAL	$3,888.72	

TOTAL $3,888.72

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO. ON INVOICE TO FACILITATE PAYMENT.
Show Purchase Order No. on all invoices and correspondence

Westinghouse Electric Corporation
Corporate Systems Integration — Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

PURCHASE ORDER NO.	P.O. DATE	CHANGE NOTICE NO.	C/N DATE	AGREEMENT
86JJHV21995	07/31/87	- - -		

978-A-08830

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

LEASE: 3380 DASD

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

ACKNOWLEDGMENT
PLEASE SIGN AND RETURN PROMPTLY

VENDOR NAME AND ADDRESS: MCD

P USLEBER
MCDONNELL DOUGLAS CAPITAL CORP
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

1. TERMS: Subject to terms and conditions printed on the back and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
2. TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer when is are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

F 48032E

ACKNOWLEDGMENT

ACKNOWLEDGED AND ACCEPTED BY
SIGNED FOR SUPPLIER mmb DATE 8/5/87

REORDER FROM WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

ORIGINAL

BOOK 519 PAGE 39

FAIR MARKET VALUE RENEWAL OPTION

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21995/978-A-08830, dated July 31, 1987, to the Master Lease Agreement between McDonnell Douglas Capital Corporation, as Lessor, and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

Page 1 of 1

Lessee will have the option to renew any Purchase Order beyond the Initial Term on the following terms and conditions:

(a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.

(b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.

(c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.

(d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: _____

J. A. Pickett, Manager
Title: Computer Systems Acquisition

Date: September 4, 1987

MCDONNELL DOUGLAS CAPITAL CORPORATION
(Lessor)

By: _____

Title: Vice President

Date: August 5, 1987

BOOK 519 PAGE 49

ORIGINAL

CERTIFICATE OF ACCEPTANCE

For Purchase Order No. 86JJHV21995/978-A-08830,
dated July 31, 1987
to Master Lease Agreement dated August 28, 1986
between McDonnell Douglas Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21995/978-A-08830, dated July 31, 1987, to the Master Lease Agreement dated as of August 28, 1986, between McDonnell Douglas Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation Status: New Equipment

Qty.	Type	Model	Description	Serial Number
1	3380	AE4	Direct Access Storage Device	K1052
1	3380	BE4	Direct Access Storage Device	P2074

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: (above)

DATE ACCEPTED: August 24, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.

Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)
J. A. Pickett, Manager
Computer Systems Acquisition

Mail to McDonnell Douglas Capital

BOOK 519 PAGE 41

270194

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax

☐ Subject to Recordation Tax. Principal Amount is $ _____

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

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Dundics Enterprises, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn Darlene Donaldson (Name of Loan Officer)
2448 Holly Avenue, Suite 200	18 West Street
(Address)	(Address)
Annapolis, MD 21401	Annapolis, MD 21401

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

A/R ONLY

RECORD FEE 11.00

POSTAGE .50

B015090 CTT7 B04 11:04AM 10/15/87

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all OF Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (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.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
Dundics Enterprises, Inc. (Seal)	_____ (Seal)
X [signature] (Seal) (Signature)	_____ (Seal) (Signature)
Marton J. Dundics - President (Print or Type Name)	_____ (Print or Type Name)

11.50

BS-0850A-8406

270195

BOOK 519 PAGE 42

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Dundics Enterprises, Inc.
(Name)
2448 Holly Avenue, Suite 200
(Address)
Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Darlene Donaldson
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, MD 21401

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

INVENTORY

RECORD FEE 11.00
POSTAGE .50
#015100 CTTT R01 T10:16
10/15/87
JK

All rights, title and interest of the Debtor's in and to inventory of every type of description, now owned or hereafter acquired and wherever located, including but not limited to all raw materials, work in process, finished goods, returns and repossessions; all materials usable or used or consumed in the business of the Debtor's together with all present and future substitutions therefore and parts, accessories and additions thereto in any form whatsoever.

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)

Dundics Enterprises, Inc. (Seal)

X [signature] (Seal)
(Signature)
Marton J. Dundics - President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

_____ (Seal)

_____ (Seal)
(Signature)

_____
(Print or Type Name)

BS-0850A-8406

11.50

BOOK 519 PAGE 43 270136

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 10/3/97 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Scott Kelly

Address 950 Shore Acres Road, Arnold MD 21012

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines, Iowa 50265-0090

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 John Deere 316 Lawn & Garden Tractor
S/N MC0316X421984

-New John Deere 50" mid mower

-New John Deere Power Flo System

RECORD FEE 11.00
#015110 CTT 004 T10:06
10/15/97

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X [signature]
(Signature of Debtor)

Scott Kelly
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 519 PAGE 44

270197

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 10/1/93 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Valley Fresh Lawn Service Ltd.

Address 1779 Crownsville Rd., Crownsville, MD. 21032

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines, Iowa 50265-0090

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 John Deere 316 Lawn & Garden Tractor Serial # M0C316X422247
- New John Deere 46" Mid-mount Mower
- Used John Deere Dethatcher
- Work Saver 36" Aerator

CHECK ☒ THE LINES WHICH APPLY

RECORD FEE 11.00

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

M0151.20 CTT 004 11:04

10/15/93

☐ (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)

Valley Fresh Lawn Service
(Signature of Debtor)

Valley Fresh Lawn Services Ltd.
Type or Print Above Name on Above Line

John Deere Co
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co
Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 519 PAGE 45 270198

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 10/6/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Heritage Church of God

Address 8146 Quarterfield Road, Severn MD 21144

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines Iowa 50265-0090

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 John Deere 332 Diesel Lawn & Garden Tractor
S/N M00332X420235

New John Deere 50" midmount mower

RECORD FEE 11.00

#015130 CTT 004 T10:

10/15/87

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)

Heritage Church of God
(Signature of Debtor)

Heritage Church of God
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 519 PAGE 45

270193

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 10/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Raul Martin

Address 17620 Central Avenue, Mitchellville, MD 20716

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive

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)

New John Deere 750 2 wheel drive utility tractor
S/N CH0750S022209

New John Deere 35 Rear Blade

Used 403 J.D. Bush hog

RECORD FEE 11.00
#015140 CTT7 R04 T10:
10/15/87
34

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)

Raul Martin
(Signature of Debtor)

Raul Martin
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Annapolis 4A Rentals
(Signature of Secured Party)

Annapolis 4A Rentals
Type or Print Above Signature on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Anne Arundel County

BOOK 519 PAGE 47

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 259584 recorded in Liber 492, folio 415, on December 11, 19 85 at Anne Arundel County.

1. DEBTOR(S):

Name(s) Jet Blast, Inc.
Address(es) 6800 Fort Smallwood Road
Baltimore, Maryland 21226

2. SECURED PARTY:

Name Maryland National Bank
Address 10 Light Street, 29th Floor
Baltimore, Maryland 21202

RECORD FEE 17.00
POSTAGE .50
#015180 C377 P04 T10:41
10/15/87

Person and Address to whom Statement is to be returned if different from above.
Jet Blast, Inc. (see address 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 Records 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 all the collateral described therein or such part thereof as is described in Item 8 below.

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

7. [XXX] RELEASE. (Partial) 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. See Attached Exhibit A

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By: Molly Carmody
Molly Carmody
Assistant Vice President

17.50

WATERBLASTERS AND ACCESSORIES:		
1 - 1983 NATIONAL LIQUID BLASTER (NLB) MODEL 812-D SN 3881 (TRAILER MOUNTED)	P 110	$20,000
1 - 1984 NLB MODEL 1012 SN #77518 MOUNTED ON 1978 INTERNATIONAL TRUCK, SN 00502-0422497	PT 112	$45,000
1 - 1984 NLB MODEL 10250 SN 4E08872 MOUNTED ON 1978 FORD TRUCK, MODEL LNT 7000 SN # R700VC07105	PT 173	$90,000
1 - 1983 NLB MODEL 10150 - D SN # 4E08863 (TRAILER MOUNTED)	P 156	$40,000
1 - SPIN JET FLOOR CLEANER WITH HYDRAULIC POWER UNIT		$6,500
1 - L & A ELECTRIC BLASTER MODEL 7110, SN # 244		$4,000
HOSES AND ACCESSORIES FOR WATER BLASTERS		$30,000

CIRCULATION UNITS:

1 - CHEMICAL CIRCULATION UNIT WITH TWIN PLASTIC TANKS, MOUNTED ON 1978 FORD TRUCK MODEL 7000 SN R7000VCC7106	CT 63	$55,000
1 - FYBROC ELECTRIC CHEMICAL CIRCULATION UNIT, 30 HP, 200 GPM, SKID MOUNTED MODEL 2 X 3 X 81500		$6,500
1 - PORTABLE CHEMICAL CIRCULATION UNT 50 GPM		$3,000
HOSES AND ACCESSORIES FOR CIRCULATION UNITS		$15,000

VACUUM EQUIPMENT

1 - 1978 SUPERSUCKER, MODEL 3516 WET/DRY VACUUM LOADER MOUNTED ON 1974 MARMON TRUCK SN CHDTBC1279	WDV 56	$55,000
1 - 1983 PRES-VAC 3600 US GALLON LIQUID VACUUM UNIT, SN PVD 3600-1282-2306 MOUNTED ON 1975 FORD TRUCK MODEL LNT 9000, SN W91TVV10434	WV 52	$35,000
1 - I.P.E.C. MUCKING PUMP MODEL 2-1900510		$3,500
HOSES AND ACCESSORIES FOR VACUUM UNITS		$20,000

ROAD EQUIPMENT:

1 - 1982 CHEVROLET CUBE VAN SN 2GCHG31M9C4122347	T 122	$6,000
1 - 1978 CHEVROLET CUBE VAN SN CGL3380121518 (AS IS - BLOWN ENGINE)	T 192	$2,500
1 - 1979 FORD PICKUP TRUCK SN F10HLDH3803	T 12	$3,000
1 - 1979 FORD VAN SN E16BHF136883	T 20	$2,500
1 - 1978 FORD TRUCK MODEL 7000 SN # R70BVBE5709 (AS IS - BLOWN ENGINE)	PT 182	$3,500
1 - 1979 CUBE VAN SN ?		$5,000

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 246222 recorded in Liber 459, folio 131, on February 16, 19 83 at Anne Arundel County.

1. DEBTOR(S):

Name(s) Jet Blast, Inc.
Address(es) 6800 Fort Smallwood Road
Baltimore, Maryland 21226

2. SECURED PARTY:

Name Maryland National Bank
Address 10 Light Street, 29th Floor
Baltimore, Maryland 21202

RECORD FEE 17.00
POSTAGE .50
#015190 CTTT R04 T10:15
10/15/87

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

Jet Blast, Inc. (see address 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 Records 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 all the collateral described therein or such part thereof as is described in Item 8 below.

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

7. [XXX] RELEASE. (Partial) 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. See Attached Exhibit A

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By: Molly Carmody
Molly Carmody
Assistant Vice President

17.50

WATERBLASTERS AND ACCESSORIES:		
1 - 1983 NATIONAL LIQUID BLASTER (NLB) MODEL 812-D SN 3881 (TRAILER MOUNTED)	P 110	$20,000
1 - 1984 NLB MODEL 1012 SN #77518 MOUNTED ON 1978 INTERNATIONAL TRUCK, SN 0252Z-HCA22497	PT 112	$45,000
1 - 1984 NLB MODEL 10250 SN 4E08872 MOUNTED ON 1978 FORD TRUCK, MODEL LNT 7000 SN # R700VC07105	PT 173	$90,000
1 - 1983 NLB MODEL 10150 - D SN # 4E08863 (TRAILER MOUNTED)	P 156	$40,000
1 - SPIN JET FLOOR CLEANER WITH HYDRAULIC POWER UNIT		$6,500
1 - L & A ELECTRIC BLASTER MODEL 7110, SN # 244		$4,000
HOSES AND ACCESSORIES FOR WATER BLASTERS		$30,000

CIRCULATION UNITS:

1 - CHEMICAL CIRCULATION UNIT WITH TWIN PLASTIC TANKS, MOUNTED ON 1978 FORD TRUCK MODEL 7000 SN R700VCC7106	CT 63	$55,000
1 - FYBROC ELECTRIC CHEMICAL CIRCULATION UNIT, 30 HP, 000 GPM, SKID MOUNTED MODEL 2 X 3 X 81500		$6,500
1 - PORTABLE CHEMICAL CIRCULATION UNT 50 GPM.		$3,000
HOSES AND ACCESSORIES FOR CIRCULATION UNITS		$15,000

VACUUM EQUIPMENT:

1 - 1978 SUPERSUCKER, MODEL 3516 WET/DRY VACUUM LOADER MOUNTED ON 1974 MARMON TRUCK SN CHDTBC1279	WDV 56	$85,000
1 - 1983 PREE-VAC 3600 US GALLON LIQUID VACUUM UNIT, SN PVD 3600-1282-0306 MOUNTED ON 1975 FORD TRUCK MODEL LNT 9000, SN W91TVV12434	WV 52	$35,000
1 - I.P.E.C. MUCKING PUMP MODEL 2-1900510		$3,500
HOSES AND ACCESSORIES FOR VACUUM UNITS		$20,000

ROAD EQUIPMENT:		
1 - 1982 CHEVROLET CUBE VAN SN 2GCHG31M9C4122347	T 122	$6,000
1 - 1978 CHEVROLET CUBE VAN SN CGL3380121518 (AS IS - BLOWN ENGINE)	T 192	$2,500
1 - 1979 FORD PICKUP TRUCK SN F10HLDH3803	T 12	$3,000
1 - 1979 FORD VAN SN E16BHF136883	T 20	$2,500
1 - 1978 FORD TRUCK MODEL 7000 SN # R70BV8E5709 (AS IS - BLOWN ENGINE)	PT 182	$3,500
1 - 1979 CUBE VAN SN ?		$5,000

Anne Arundel County BOOK 519 PAGE 55

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 256127 recorded in Liber 484, folio 21, on April 12, 19 85 at Anne Arundel County.

1. DEBTOR(S):

Name(s) Jet Blast, Inc.
Address(es) 6800 Fort Smallwood Road
Baltimore, Maryland 21226

2. SECURED PARTY:

Name Maryland National Bank
Address 10 Light Street, 29th Floor
Baltimore, Maryland 21202

RECORD FEE 17.00
POSTAGE .50
#015200 CTT RON T10:16
10/15/87

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

Jet Blast, Inc. (see address 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 Records 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 all the collateral described therein or such part thereof as is described in Item 8 below.

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

7. [XXX] RELEASE. (Partial) 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. See Attached Exhibit A

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By: Molly Carmody
Molly Carmody
Assistant Vice President

17.50

WATERBLASTERS AND ACCESSORIES:		
1 - 1983 NATIONAL LIQUID BLASTER (NLB) MODEL 812-D SN 3881 (TRAILER MOUNTED)	P 110	$20,000
1 - 1984 NLB MODEL 1010 SN #77518 MOUNTED ON 1976 INTERNATIONAL TRUCK, SN 00502-C4CC497	PT 112	$48,000
1 - 1984 NLB MODEL 10250 SN 4E08872 MOUNTED ON 1978 FORD TRUCK, MODEL LNT 7000 SN # R70CVCC7105	PT 173	$90,000
1 - 1983 NLB MODEL 10150 - D SN # 4E08863 (TRAILER MOUNTED)	P 156	$40,000
1 - SPIN JET FLOOR CLEANER WITH HYDRAULIC POWER UNIT		$6,500
1 - L & A ELECTRIC BLASTER MODEL 7110, SN # 244		$4,000
HOSES AND ACCESSORIES FOR WATER BLASTERS		$30,000

CIRCULATION UNITS:

1 - CHEMICAL CIRCULATION UNIT WITH TWIN PLASTIC TANKS, MOUNTED ON 1978 FORD TRUCK MODEL 7000 SN R7DQVCC7106	CT 63	$55,000
1 - FYBROC ELECTRIC CHEMICAL CIRCULATION UNIT, 30 HP, 200 GPM, SKID MOUNTED MODEL 2 X 3 X 81500		$6,500
1 - PORTABLE CHEMICAL CIRCULATION UNT 50 GPM		$3,000
HOSES AND ACCESSORIES FOR CIRCULATION UNITS		$15,000

VACUUM EQUIPMENT:

1 - 1978 SUPERSUCKER, MODEL 3516 WET/DRY VACUUM LOADER MOUNTED ON 1974 MARMON TRUCK SN CHDTBC1279	WDV 56	$65,000
1 - 1983 PREE-VAC 7600 US GALLON LIQUID VACUUM UNIT, SN PVD 3600-1282-2306 MOUNTED ON 1975 FORD TRUCK MODEL LNT 9000, SN W91TVV12434	WV 52	$35,000
1 - I.P.E.C. MUCKING PUMP MODEL 2-1900510		$3,500
HOSES AND ACCESSORIES FOR VACUUM UNITS		$20,000

Attachment A

Page 1

510

ROAD EQUIPMENT:

1 - 1982 CHEVROLET CUBE VAN SN 2GCHG31M9C4122347	T 122	$6,000
1 - 1978 CHEVROLET CUBE VAN SN CGL3380121518 (AS IS - BLOWN ENGINE)	T 192	$2,500
1 - 1979 FORD PICKUP TRUCK SN F10HLDH3803	T 12	$3,000
1 - 1979 FORD VAN SN E16BHF136883	T 20	$2,500
1 - 1978 FORD TRUCK MODEL 7000 SN # R70BVBE5709 (AS IS - BLOWN ENGINE)	PT 182	$3,500
1 - 1979 CUBE VAN SN ?		$5,000

BOOK 519 PAGE 56

271320

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
NATALIE A. BROWN 1091 LOWER PINDELL Rd LOTHIAN, MD 20711	FORD MOTOR CREDIT COMPANY PO BOX 637 MECHANICSVILLE, VA 23111

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

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

NEW 1987 FORD TRACTOR 1311 # UC11263
FRT END LOADER # UC65086
BACKHOE # MODEL 70
60" MOWER # 4527

Check if covered: ☐ Proceeds of collateral covered ☑ Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Natalie A Brown
(SIGNATURE OF DEBTOR)

NATALIE A BROWN
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT COMPANY
(NAME OF SECURED PARTY)

BY: [illegible] (Rep)

RECORDING FEE 11.00
.50
10/15/87

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

BOOK 519 PAGE 60

270331

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

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: P. O. BOX 947

CITY & STATE: GLEN BURNIE, MD. 21061

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
SUSAN A. LARRY MAXWELL		10-13-87	
21 WASHINGTON AVE		ACCOUNT NO	TAB
PASADENA, MD.	alias	765105703	03

Filed with: CLERK OF COURT AA COUNTY FILE 13428

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

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

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

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

(c) Other (describe)

BIKE
CAMP EQP
EACH EQP
LAW MWR
RACING EQP
STEREO EQP
TV
VCR

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
AL1X590 C787 B01 T13:56
10/15/87

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS $ 2752.80.

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

BY Joyce Kelly
SIGNATURE TITLE

Susan A. Maxwell
SUSAN MAXWELL DEBTOR

Larry Maxwell
LARRY MAXWELL DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

15 21 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 519 PAGE 61
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270200

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 1374.97

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

This financing statement Dated OCT 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

file 13406

1. DEBTOR

Name DAVID ROBICHAUD

Address 15 HOLLY RD PASADENA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 997 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)

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 14.00
MESSAGE .50
ALLEGANY CITY REV 114.03
10/15/87
JA

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 L Robichaud
(Signature of Debtor)

DAVID ROBICHAUD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

11 14.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 519 BOX 62
270201

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. $ [illegible]

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

This financing statement Dated SEPT 1, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

file # 18351

1. DEBTOR

Name AVA D MILES

Address 5200 MONARCH CT SEVERN, MD 21144

2. SECURED PARTY

Name AMCO FINANCIAL SERVICE

Address PO BOX 247 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) [illegible]

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

RECORD FEE	11.00
SECURED TAX	14.00
POSTAGE	.50

Name and address of Assignee

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)

Ava D Miles
(Signature of Debtor)

AVA DE MILES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER
Type or Print Above Signature on Above Line

11 14 .50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 519 PAGE 63

Identifying File No. 270203

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. $ 2244.00

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

This financing statement Dated SEPT. 2, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

FILE #-13549

1. DEBTOR

Name MICHAEL L AND WANDA B BARNES

Address 527 ALAMEDA PKWY ARNOLD MD 21012

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 987 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) 9-11-93

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

Name and address of Assignee

NO STP. LAW PAR,,, BUSY EQP, STEREO EQP, OPL OPL PPS, NO TLS.

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
RECEIVED FROM TITLE CO 71404A
10/15/87

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

MICHAEL L BARNES

Type or Print Above Name on Above Line

WANDA B BARNES

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

DAVID M BUTLER

Type or Print Above Signature on Above Line

12 17.50 .50

STATE OF MARYLAND

BOOK 519 PAGE 64

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13367

2702203

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. $ [illegible]

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

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

1. DEBTOR

Name [illegible]

Address [illegible]

2. SECURED PARTY

Name [illegible]

Address [illegible]

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

3. Maturity date of obligation (if any) 09-14-90

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

BIKE, BKS, CAM EQP, LWN MWR, VCR

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
[illegible] 10/15/87

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)

Sandra Aguayo
(Signature of Debtor)

SANDRA AGUAYO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D CARTER
Type or Print Above Signature on Above Line

11 17.50 .50

STATE OF MARYLAND

BOOK 519 PAGE 65

FINANCING STATEMENT FORM UCC-1

Identifying File No. [illegible]

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. $ 2458.81

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

This financing statement Dated 09-14-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

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

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
[illegible] 14:05
10/15/87

3. Maturity date of obligation (if any) 09-17-89

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

BIKE, CAM LNSES, CAMP EQP, EXCR EQP, GUITAR, PING/POOL TBL, SPTRS EQP, GOLF/TENNIS EQP, RECVR, SPKR, TRNTBL, TV, VCR, HD TLS

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

DAVID M. BUTLER ACCT. REPRESENTATIVE

Type or Print Above Signature on Above Line

1+ 17.50 .50

STATE OF MARYLAND

BOOK 519 PAGE 88
13374

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270205

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

Address

2. SECURED PARTY

Name

Address

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

3. Maturity date of obligation (if any) 03-19-90

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

CAM, JEWEL, CSSTE PLYR/RCDR, RECVR, SPKR, TRNTBL,
TV, VCR, COMPACT DISC PLAYER

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

JEFFREY WARNER

Type or Print Above Name on Above Line

Teresa Grimes

(Signature of Debtor)

TERESA GRIMES

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOYCE PALEY

Type or Print Above Signature on Above Line

12- 17.50 .50

STATE OF MARYLAND

BOOK 519 PAGE

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. $ 2905.73

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

This financing statement Dated 9-11-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

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 H Wolf
(Signature of Debtor)

Type or Print Above Name on Above Line

Audrey Wolf
(Signature of Debtor)

Type or Print Above Signature on Above Line

William H Wolf
(Signature of Secured Party)

Layle Raley.

Type or Print Above Signature on Above Line

D 21.00 .50

STATE OF MARYLAND

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 519

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 _____

Address _____

2. SECURED PARTY

Name _____

Address _____

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

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)

Melissa E. Womack
(Signature of Debtor)

Type or Print Above Name on Above Line

Angela Womack
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12 14 . 50

STATE OF MARYLAND

BOOK 519 PAGE 60

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273208

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.

#13555

1. DEBTOR

   Name _____

   Address _____

2. SECURED PARTY

   Name _____

   Address _____

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

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)

Carolyn Goff
(Signature of Debtor)

Type or Print Above Name on Above Line

Howard E. Waters
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12 21 50

STATE OF MARYLAND

BOOK 519 PAGE 70

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13405 1220209

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. $ 3517.46

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

This financing statement Dated 10-02-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LISA AND CHARLES FENNINGTON

Address 1132 MOUNT DR PASADENA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 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) 10-15-90

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

CAMP EQP, EXCR EQP, JEWEL, RADIO, TENNIS EQP, CSSTE PLYR/ RCDR, TRNTBL, TV, TYPWTR, VCR, DRL/DRL PRS, FIRE GEAR, BUFFERS, DOLL COLLECTION

Name and address of Assignee

RECORDING FEE 12.00
RECORD TAX 19.00
.50
RECEIVED FOR RECORD 11:40
10/15/87

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)

Lisa Fennington
(Signature of Debtor)

LISA FENNINGTON
Type or Print Above Name on Above Line

Charles Fennington
(Signature of Debtor)

CHARLES FENNINGTON
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

10-28.80

BOOK 519 PAGE 71

File No. 270210

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
SnS Builders, Inc. 401 Headquarters Drive Suite 204 Millersville, MD 21108	THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230

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; food 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.

RECORD FEE 11.00
POSTAGE .50
#113870 CTT/001 T14:09
10/15/87

DEBTOR:

SnS Builders, Inc.
(Type Name)

By: Charles Snyder (SEAL)
Charles Snyder, Vice-President

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: John J. Mulkey
John J. Mulkey (Vice President/Treasurer)

_____ 19 ___
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

MD, VA, DC, PA - Inventory

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of Inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume Inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security Interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any Interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its repesentatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of Inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of Insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), 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.

BOOK 519 PAGE 73

270211

File No.

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this [illegible] is an original to a FILING OFFICER, as a financing statement pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Tanglewood Joint Venture 102 Old Solomons Island Rd. Third Floor Annapolis, Md. 21401	THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230

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; food 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 repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to [illegible] 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.

RECORD FEE 11.00
POSTAGE .50
[illegible]
10/15/87
JA

DEBTOR:

Tanglewood Joint Venture
(Type Name)

By: [signature]

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: [signature]
John J. Mulkey (Vice President/Treasurer)

_____ 19 ____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

Regency Homes Corporation guarantee's the debts of Tanglewood Joint Venture

11.00

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, [illegible] and unused and in good order, without expense or liability to Secured Party, [illegible] 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, [illegible] 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 repesentatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an Independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice [illegible] filing given by Debtor by Registered Mail, postage prepaid. [illegible] termination, this shall be a [illegible] 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 been secured), 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 percent (15%) of the unpaid obligations [illegible] 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.

BOOK 519 PAGE 75

270212

File No.

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Tanglewood Joint Venture 102 Old Solomons Island Road Third Floor Annapolis, Maryland 21401	**THE PARADIES DISTRIBUTING CO.** 3000 Waterview Avenue Baltimore, Maryland 21230

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; food 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.

RECORD FEE 11.00
POSTAGE .50
RECEIPT# 114417
10/15/87

DEBTOR:

Tanglewood Joint Venture
(Type Name)

By: _____ (SEAL)

By: _____ (SEAL)

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

By: _____
John J. Mulkey (Vice President/Treasurer)

_____ 19 ___
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

Regency Homes Corporation gaurentee's the debts of Tanglewood Joint Venture

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its repesentatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), 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.

BOOK 519 PAGE 77

270213

File No.

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) (last name first)	2. SECURED PARTY
SnS Builders, Inc. 401 Headquarters Drive Suite 204 Millersville, MD 21108	**THE PARADIES DISTRIBUTING CO.** 3000 Waterview Ave. Baltimore, Md. 21230

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; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods, all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
POSTAGE .50
10/15/87

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:

SnS Builders, Inc.
(Type Name)

By: Charles Snyder (SEAL)

Charles Snyder, Vice-President

By: _____ (SEAL)

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

By: John J. Mulkey

John J. Mulkey (Vice President/Treasurer)

_____ 19 ____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

MD, VA, DC, PA - Inventory

11.50

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

BOOK 519 PAGE 15

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its repesentatives, or agents, to examine and inspect same, and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), 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.

BOOK 519 PAGE 79

370234

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 _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR _ Lessee

Name Pat's Flowers - Salvatore, Patricia W.

Address 600 Baltimore Annapolis Blvd., Severna Park, Md. 21146

2. SECURED PARTY _ Lessor

Name National Refrigeration Co.,Inc.

Address 2903 Grindon Avenue,Baltimore, Md. 21214

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 - reconditioned Powers Floral Refrigerator

Model 470F - S/N 841043

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)

XXX ☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Pat's Flowers

(Corporate or Trade Name)

Patricia W. Salvatore X

(Signature of Debtor)

Patricia W.Salvatore

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

National Refrigeration Co.,Inc.

David Richaud

(Signature of Secured Party)

David Richaud

Type or Print Above Signature on Above Line

BOOK 519 PAGE 90

270215

FINANCING STATEMENT FORM UCC-1 3-71 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 recordation tax indicate amount of taxable debt here. $_____

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

This financing statement Dated 10/5/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HORNE CHIROPRACTIC CENTER, P.A.

Address 4135 A MOUNTAIN ROAD - PASADENA, MD 21122

2. SECURED PARTY

Name ALAN G. DAY CORPORATION

Address P.O. BOX 103

LUTHERVILLE, MD 21093

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 INTELECT 700 - COMBINATION HIGH VOLT STIMULATOR AND ULTRASOUND S/N 6466

1 359 STAND

JA

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)

HORNE CHIROPRACTIC CENTER, P.A.
(Corporate or Trade Name)

Eric S. Horne, D.C. Pres
(Signature of Debtor)

DR. ERIC S. HORNE
Type or Print Signature

Eric S. Horne, D.C. - Pres
(Signature of Debtor)

ERIC S. HORNE, D.C. - Pres
Type or Print Signature

ALAN G. DAY CORPORATION

(Signature of Secured Party)

JENNIFER G. DAY Pres
Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures

BOOK 519 PAGE 81

To Be Recorded in Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

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

Financing Statement Filing Numbers	Date of Filing	Record References
255858	3/11/85	483 232
253932	9/20/84	477 564
261800	5/13/86	498 70

Name(s) of Debtor(s) or Assignor(s) (last name First)	No.	Street	City	State
Soutward Corporation T/A Annapolis 4A Rentals & Sales	1919 Lincoln Drive, Annapolis, MD			

Name of Secured Party or Assignee	No.	Street	City	State
Annapolis Bank & Trust	P.O. Box 311, Annapolis, MD			

RECORD FEE 10.00
POSTAGE .50
10/15/87

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

DEBTOR(S) OR ASSIGNOR(S)
Southward Corporation
T/A Annapois 4A Rentals & Sales

Kenneth R. Wagner Pres
Kenneth R. Wagner, President

Type or Print Name Under Signature

Annapolis Bank and Trust
Corporate, Trade, or Firm Name

William A. Busch
Signature of Secured Party or Assignee

ASSISTANT VICE PRESIDENT
Owner, Partner, or Officer & Title

(Signatures Must Be In Ink)

PLEASE RETURN DOCUMENT TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION CONSUMER/COMMERCIAL LENDING DEPARTMENT P.O. BOX 751, ANNAPOLIS, MD 21404

STATE OF MARYLAND

BOOK 519 PAGE 92

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 10/08/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WAYNE BRUMWELL'S HAULING

Address 4613 MOUNTAIN ROAD PASADENA MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie

Address 101 Crain Highway S.

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) 1/08/88

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

1 INTERNATIONAL DOZER/BACKHOE
MODEL TD-7E
SERIAL #4410016U004073

RECORD FEE 12.00
POSTAGE .50
#110990 D787 MDC T14:35
10/15/87
JA

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)

WAYNE BRUMWELL'S HAULING

BY: _____
(Signature of Debtor)

WAYNE E. BRUMWELL, OWNER
Type or Print Above Name on Above Line

BY: _____
(Signature of Debtor)

TERRY A. BRUMWELL,
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

Earl G. Walter- Executive Vice President
Type or Print Above Signature on Above Line

12.50

ABD:krw
10/12/87

A:FA032221.FIS

FINANCING STATEMENT RECORDS-
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 519 PAGE 53

Not subject to Recordation Tax

FINANCING STATEMENT

2702227

1. Debtor: POINTFIELD DEVELOPMENT CO.

Address: P. O. Box 611
Severna Park, Maryland 21146
Attn: Edward J. Dyas, Jr.

2. Secured Party: FIRST AMERICAN BANK OF MARYLAND

Address: 8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Real Estate Department

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

13.50

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises 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.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated October 13, 1987 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

POINTFIELD DEVELOPMENT CO.

By: _____ (SEAL)
Edward J. Dyas, Jr.
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Natalie A. Klaum

EXHIBIT A

LEGAL DESCRIPTION OF LAND

BEGINNING FOR THE SAME at an iron pipe here found which marks the westernmost corner of that conveyance from Theodore B. Wolf and wife to John W. Knox and Charles F. Knox, Jr. recorded among the Land Records of Anne Arundel County in Liber 2623, Folio 474, thence leaving said point and binding along the first line of the above mentioned conveyance with bearings corrected to Maryland State Grid Meridian North 19 degrees 48 minutes 31 seconds East 139.81 feet to the end of the above mentioned line, thence continuing along the same line North 19 degrees 48 minutes 31 seconds East 503.75 feet to a point on the southernmost side of Mountain Road (Maryland Route 177), thence running with the southernmost side of Mountain Road North 80 degrees 19 minutes 16 seconds West 175.78 feet to a point at the end of the South 17 degrees 48 minutes 07 seconds West 465.75 feet line as shown on the subdivision plat entitled, "Southeast Corner Mountain (Md. 177) and Jumpers Hole Rd's", recorded among the Land Records of Anne Arundel County in Liber 2963, Folio 723, thence leaving the southernmost side of Mountain Road and binding along said line South 17 degrees 48 minutes 07 seconds West 465.75 feet to a point on the North 27 degrees 04 minutes 10 seconds West 245.80 feet line of a conveyance from Charles W. Elton to Thomas W. Fine and Richard A. Fine recorded among the Land Records of Anne Arundel County in Liber 3062, Folio 664, thence running reversely with said line South 26 degrees 59 minutes 33 seconds East 215.91 feet to the point of beginning. CONTAINING 2.088 acres of land, more or less.

519 MAR 85

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

3. Maturity date (if any) Anne Arundel

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, and Filing Office)
Abernathyn Robert E.& Martha A. 9021 Cheval Lane Upper Marlboro, MD 85 246245	Midlantic National Bank 2 Broad Street' Bloomfield, N.J. 07003	FILING FEE 10.00 POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 246528 L459 Pg 516

Filed with Anne Arundel Cnty Date Filed 3/15/83 19

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

10.

Continuation of original UCC I filing.

No. of additional Sheets presented:

Midlantic National Bank

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

By: _____ Signature(s) of Secured Party(ies) R. Moers AC

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 519 PAGE 57

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)

Jet Blast, Inc.
7609 Energy Parkway, Suite 101
Baltimore, MD 21226

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

Merrill Lynch Capital Resources Inc.,
Industrial Resources Division
7144 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

Liber 486, Pages 344-345

4. This statement refers to original Financing Statement bearing File No. 257172 Filed with Anne Arundel County, MD Date Filed 6-27 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.

ASSIGNEE: MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.
33 West Monroe Street, 22nd Floor
Chicago, Illinois 60603

No. of additional Sheets presented: 0

MERRILL LYNCH CAPITAL RESOURCES INC.,
INDUSTRIAL RESOURCES DIVISION

By: Jo-Ella Cicero
Signature(s) of Secured Party(ies)

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 519 PAGE 55

270219

FILING STATEMENT — presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

☐ The Debtor is a transmitting utility

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

DANNY PAUL SWITZER
MICHELE RENEE SWITZER
400 COLONIAL MANOR LOT 44
ANNAPOLIS MD 21401

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 12.00
POSTAGE .50
10/15/87

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

1981 HALLMARK
70 X 14 SERIAL # 812481
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND OR PURCHASE AGREEMENT AND/OR RETAIL

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

☐ Proceeds of Collateral are also covered

☐ (5X) Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

7. ☐ (Check if applicable) Crops are growing or to be grown on *
☐ (Check if applicable) Goods are or are to be affixed to *
☐ (Check if applicable) Timber to be cut or minerals or the like (including oil and gas) etc. *
*(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)

DANNY PAUL SWITZER — MICHELE RENEE SWITZER — GREEN TREE ACCEPTANCE INC.

By: x Danny Paul Switzer — x Michele Renee Switzer — Isabel Manfredi

Signature(s) of Debtor(s) — 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

BOOK 519 PAGE 89

Not to be recorded in Land Records

Not subject to Recordation Tax: Principal Amount is $1,440,000.00

DATE: OCTOBER 8, 1987

279220

INDEMNITY FINANCING STATEMENT

1. Debtor: ADVENTURES IN HOME BUILDING, LTD

Address: 844 Ritchie Highway, Suite 204, Severna Park, Maryland 21146

2. Indemnitor: GREEN TREE LAND COMPANY

Address: 844 Ritchie Highway, Suite 204, Severna Park, Maryland 21146

3. Secured Party: SIGNET BANK/MARYLAND

Address: P. O. Box 1077, Baltimore, Maryland 21203

RECORD FEE 15.00
POSTAGE .50
#06760 D05 R02 T06:53
10/14/87

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 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 buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

15/10

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

5. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given to GORDON DE GEORGE and THOMAS M. SCOTT, III, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by the Debtor to Signet Bank/Maryland and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

6. Proceeds of collateral are covered hereunder.

7. The real estate is that parcel, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

INDEMNITOR:

GREEN TREE LAND COMPANY

By: _____
RICHARD E. PALM, PRESIDENT

SECURED PARTY:

SIGNET BANK/MARYLAND

By: _____
_____, Vice President

DEBTOR:

ADVENTURES IN HOME BUILDING, LTD.

By: _____
RICHARD E. PALM, PRESIDENT

IFS298.198 R1

Please return to: James C. Praley, Esquire
P.O. Box 1330
Glen Burnie, MD 21061
(86-879)

EXHIBIT 1

Description of Property

BEING KNOWN AND DESIGNATED as Lot Nos., 146A, 146B, 147A, 147B, "Queens Park, Section II-D", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 106, Pages 19 and 20.

Capital Corporate Federal Credit Union

BOOK 519 PAGE 91

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	270233 Maturity date (if any):

1. Debtor (Name of Credit Union)	2. Debtor(s) Complete Address(es)	
NAVY EMPLOYEES FEDERAL CREDIT UNION	3001 MARYLAND DR GLEN BURNIE, MD 21061	

3. & 4. Secured Party and Complete Address	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
Capital Corporate Federal Credit Union Suite 130 • 8181 Professional Place Landover, Md. 20785		

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

"All of the assets of this credit union, including but not limited to personal property or fixtures including goods, documents, instruments, general intangibles, chattel paper or accounts and any proceeds from the sale of any of the foregoing."

RECORD FEE 12.00
POSTAGE .50
TOTAL 12.50
CHARGE TO: CCFCU
10/16/87

8a.( ) Proceeds are also covered. 8b.( )Products of collateral are also covered.	No. of additional sheets presented.( )

Filed with Circuit Court Clerk of ANNE ARUNDEL Co County; Other

9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is $ _____.

10. This statement is to be returned after recordation to:

CAPITAL CORPORATE FCU
8181 PROFESSIONAL PLACE
SUITE 130
LANDOVER, MARYLAND 20785

Signature(s) of Debtor(s)	Signature(s) of Secured Party
CREDIT UNION	Capital Corporate Federal Credit Union
T Wyatt Marcus	by J. Clayton Brooke
T. WYATT MARCUS / TREASURER	J. Clayton Brooke, President

MARYLAND FINANCING STATEMENT BOOK 5410 PAGE 92

270230

(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 H. G. Host and Sons, Inc.
(Name or Names)
156 Three Rivers Rd. Harwood, Maryland 20776
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. BFED 693
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

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

Six- Thirty Yard Roll-off Containers, One- Twenty Yard Roll-off Containers

RECORD FEE 11.00
POSTAGE .50
#117110 CTXT REC 10:19:08
10/19/87

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

LESSEE

H. G. Host and Sons, Inc.

By: Roger Weaverling Pres.
(Title)
Roger Weaverling
(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 Mgr.
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.50

519-93

not used

10-19-87

270232

BOOK 519 PAGE 94

THE FOLLOWING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

1. ☐ One Debtor is a transmitting utility

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

MARY F. CRISWELL

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.

4. For Filing Officer (Date, Time, No. Filing Office)

RECORD FEE 12.00

STATE

5. The Following Statement covers the following types (or items) of property:

SEE EXHIBIT "A"

☐ Products of the Collateral are also covered.

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

5A

7. ☐ The described crops are growing or to be grown on.*
☐ The described goods are or are to be affixed to.*
☐ The timber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate on Item 8)

8. ☐ This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

2. Describe Real Estate Here

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)
☐ when it covers 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 Debtor's location was changed to this State; or
☐ 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)

MARY F. CRISWELL

By _____ Signature(s) of Debtor(s)

By _____ 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

11.50

☐ TO BE
☒ NOT TO BE

RECORDED IN LAND RECORDS BOOK 519 PAGE 95

☐ SUBJECT TO
☒ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $ 270233

FINANCING STATEMENT

1. Debtor(s):
   Parcel Plus
   Name or Names—Print or Type
   2315 B Forrest Drive, Annapolis, MD 21401
   Address—Street No., City - County, State, Zip Code

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

2. Secured Party:
   HARBOR LEASING ASSOC
   Name or Names—Print or Type
   701 Cathedral Street, Baltimore, Maryland 21201
   Address—Street No., City - County, State, Zip Code

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

   1 - Ricoh FAX20 facsimile s/n R2470701227

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): Parcel Plus

(Signature of Debtor)

David Campbell, owner
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)

(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

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

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11.50

Anne Arundel County

BOOK 519 PAGE 98 270234

FINANCING STATEMENT

File No

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Chesapeake Paving Co. 238 West Street Annapolis, MD 21401	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 **Attn:** Commercial Loan Supervisor Commercial Loan Department **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, subsitutions 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: $ _____

RECORD FEE 11.00
.50
MILTON CATT REC TOP:28
10/19/87
JA

DEBTOR:

Chesapeake Paving Co.
(Type Name)

By: X Martha A. Wilson, Pres.

By: Martha A. Wilson

SECURED PARTY:
SIGNET BANK/MARYLAND

By: X _____
(Type Name)

September 30 19 87
(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.

11.50

0012-1671-0986/4

BOOK 519 PAGE 97 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 Identifying File No. 270235

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

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

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

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

1. DEBTOR

Name Dan DePasquale d/b/a DePasquale & Sons Paving

Address 4616 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name State Equipment, Division of 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) New Mauldin, Model 550, Track Paver,
Serial Number 88-0-1102

Name and address of Assignee
Dresser Credit Corporation
3201 North Wolf Road
Franklin Park, IL 60131

RECORD FEE 12.00
POSTAGE .50
B137210 CTT1 RM T08:29
10/19/87
JA

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

X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Dan DePasquale

x Dan DePasquale
(Signature of Debtor)

Don DePasquale
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM
Type or Print Above Signature on Above Line

Anne Arundel County

BOOK 519 PAGE 98

FINANCING STATEMENT

File No. 270236

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Bignell & Watkins Architects,PA 2661 Riva Road, Suite 320 Annapolis, Maryland 21401	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Steven E.Zelenak(T1806)
	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, subsitutions and replacements), used in or related to the conduct of Architectual 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.

RECORD FEE 11.00

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: $ 37,400.00 (See attached Recordation Tax Calculation)
Equipment valued at $10,560.00 & to be taxed on that amount only

DEBTOR:

Bignell & Watkins Architects,PA
(Type Name)

By: President
Michael A. Bignell, Pres.

By: Vice Pres
Francis X. Watkins, Vice Pres.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Steve E. Zelenak

(Type Name)

10-5 19 87
(Date Signed by Debtor)

RECORD TAX 77.00
AGENT FEE .50
RECEIVED FOR RECORD
10/19/87

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.

77.00
.50

0012-1671-0986/4

BOOK 519 PAGE 60

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court
Anne Arundel County

Value of Equipment, Other
than Non-Exempt Property ----------$138,063

_____ _____x $37,400 = $10,560

Total Value of All Collateral $488,951.00

Amount Not Exempt from Tax = $ 10,560.00
Tax Paid = $ 88.50

Bignell & Watkins Architects, P.A.
BY: [signature]

DATE: 10-5-87

519 100

FINANCING STATEMENT

File No. 2702237

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Telespectrum, Inc. 406 Headquarters Drive Millersville, MD 21108	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Paul R. Lenhart, VP **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, subsitutions 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: $ 75,000.00

DEBTOR:

Telespectrum, Inc.
(Type Name)

By: _____

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND

By: _____ -V.P.

Paul R. Lenhart, VP
(Type Name)

October 2, 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

RECORD FEE 11.00
.50
10/19/87

115

0012-1671-0986/4

Anne Arundel County

BOOK 519 PAGE 101 270238

FINANCING STATEMENT

File No

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Eastern Cable & Communications Corporation 6427 Freedom Drive Glen Burnie, MD 21061	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 **Attn:** Gloria Bolton **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, subsitutions 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 (1) B30 Burkeen Cable Plow - S/N B30-606, engine #3714860

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: Eastern Cable & Communications Corporation

Cynthia M. Pohlman, Treas.
(Type Name)

By: X Cynthia M. Pohlman
John L. Pohlman, Jr., Vice Pres.

By: X John L. Pohlman Jr.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Steven M. Wienecke

Steven M. Wienecke
(Type Name)

October 2, 19 87
(Date Signed by Debtor)

RECORD FEE 11.00
RECORD TAX 49.00
POSTAGE .50
RECEIVED FOR REC 09:05
10/19/87

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.

11
49

0012-1671-0986/4

A/C# 1-135G-C-02-04766-0
Anne Arundel County

279334

STATE OF MARYLAND BOOK 519 PAGE 102

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 Gunther's Leasing Transport, Inc.

Address 8350 Capel Dr. Pasadena, MD 21122

2. SECURED PARTY

Name Schaefer & Strominger, Inc. T/A Glen Burnie Lincoln Mercury

Address 51 Mountain Rd. Pasadena, MD 21122

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

RECORD FEE 17.00
POSTAGE .50
#11710 TRAN 4981 10/19/87

3. Maturity date of obligation (if any) _____

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

Assignee of Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gunther's Leasing Transport, Inc.
See attached for original signature
(Signature of Debtor)

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)

LARRY E. KIMMEL ASST. V.P.
Type or Print Above Signature on Above Line

17.50

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

BOOK 519 PAGE 103

TO: Schaefer & Strominger, Inc. T/A Glen Burnie Lincoln Mercury ("Seller")
51 Mountain Rd. Pasadena, MD 21122 (Address of Seller)

FROM: Gunther's Leasing Transport, Inc. ("Buyer")
8350 Capel Dr. Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Lincoln Town Car Limousine
S/N 1LNBM81FXJY613207

(1) TIME SALES PRICE ..... $ 66,625.20
(2) Less DOWN PAYMENT IN CASH ..... $ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ -0-
(4) CONTRACT PRICE (Time Balance) ..... $ 66,625.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Dr. Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty Six Thousand Six Hundred Twenty Five and 20/100********** ********** Dollars ($ 66,625.20) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 9th day of November, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of $ 1,110.42 and the final installment being in the amount of $ 1,110.42 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, receive 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: October 9, 1987

BUYER(S)-MAKERS(S):

Accepted Schaefer & Strominger, Inc. T/A Glen Burnie Lincoln Mercury (SEAL)
(Print Name of Seller Here)

By: Richard Morton V.P.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

Gunther's Leasing Transport, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: Mark Gunther Pres.

Co-Buyer-Maker: Mark Gunther Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page)

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 519 PAGE 1104

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

_____
(Witness)

BOOK 519 PAGE 105

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 therein called "contract") dated October 9, 1987

between Schaefer & Strominger, Inc. T/A Glen Burnie Lincoln Mercury as Seller/Lessor/Mortgagee

and Gunther's Leasing Transport, Inc. 8350 Capel Dr. Pasadena, MD 21122
(Name) (Address)

as Buyer/Lessee/Mortgagor therein 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 of 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 are 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; 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, [illegible] 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 enter 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, chattle 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 obligation 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 subrogate 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 admit 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 herein) 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 notice 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 $ 55,625.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of October 19 87

Schaefer & Strominger, Inc. T/A
Glen Burnie Lincoln Mercury
(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.)

STATE OF MARYLAND

BOOK 519 PAGE 108

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 10/08/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Odenton Exxon

Address 1101 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name The Bank of Glen Burnie

Address 101 Crain Highway S., 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) 10/08/92

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

1 Allen Smart Engine Analyzer
Model #22-500

RECORD FEE 11.00
PARSE .50
#11280 C717 R01 T09:08
10/13/87

JA

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)

Odenton Exxon

By: James L Beall Pres
(Signature of Debtor)

James L. Beall, President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Craig C. Curtin
(Signature of Secured Party)

Craig C. Curtin-Assistant Vice President
Type or Print Above Signature on Above Line

11.50

A/C# 1-037J-C-02-04777-7
Anne Arundel County

BOOK 519 PAGE 107

270240

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name J. Warren Walker & Sons, Inc.

Address 8210 Edwin Raznor Blvd. Pasadena, MD 21122

2. SECURED PARTY

Name The Milton James Company

Address 8411 Pulaski Highway Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

J. Warren Walker & Sons, Inc.

See attached for original signature
(Signature of Debtor)

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)

LARRY F. KIMMEL ASST. V.P.
Type or Print Above Signature on Above Line

17.50

CREDIT ALLIANCE CORPORATION

BOOK 519 PAGE 105

CONDITIONAL SALE CONTRACT NOTE

TO: The Milton James Company (Seller) FROM: J. Warren Walker & Sons, Inc. (Buyer)

8411 Pulaski Highway Baltimore, MD 21237 (Address of Seller) 6210 Edwin Raynor Blvd. Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") subject to the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)

one (1) New John Deere Model 316 Loader backhoe with cab & extendahoe
S/N 739487

(1) CASH SALE PRICE	$ 40,507.00
(2) DOWN PAYMENT in Cash	$ 4,507.45
(3) DOWN PAYMENT in Goods * (Trade in Allowance)	$ -0-
(4) UNPAID BALANCE [Items (1) — (2) — (3)]	$ 36,999.55
(5) INSURANCE and other Benefits	$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	$ 100.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	$ 37,099.55
(8) FINANCE CHARGE (Time Price Differential)	$ 13,430.05
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	$ 50,529.60
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	$ 55,117.05

* Description of any Trade In

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at

6210 Edwin Raynor Blvd. (Street and Number) Pasadena (City) Anne Arundel (County) MD (State)

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 ********** Dollars ($ 50,529.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 13th day of November 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of $ 1,403.60 and the final installment being in the amount of $ 1,403.60 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%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claim for, receive 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 not 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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 12, 19 87

Accepted: The Milton James Company (SEAL)
(Print Name of Seller Here)

By: Brian N. Bankard Pres
Brian N. Bankard Pres.
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

J. Warren Walker & Sons, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: J Warren Walker Jr. Pres.

Co-Buyer-Maker: J. Warren Walker & Jr. Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

By:

CA-L-2(7-76)

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 5199 PAGE 109

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. It shall be an event of default when due, or thereafter in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or become insolvent or change its management or name, commence the sale or control of or a bankruptcy, receivership or other insolvency proceeding is initiated by or against Buyer, or if Holder shall at any time deem the property in danger of illegal 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 and 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) retake 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 surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (2) 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 (3) 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 charge 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.

The 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 and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorneys-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County 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 provisions 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 WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property thereon described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____

_____ (Witness)

_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)

By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each hereinafter 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 October 12, 1987

between The Milton James Company as Seller/Lessor/Mortgagee

and J. Warren Walker & Sons, Inc. 8210 Edwin Raynor Blvd. Pasadena, MD 21122

(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of 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 constitutes or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or indemnities 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 sign 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, chattle 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 all 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 herein) 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 notice 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 $ 50,529.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of October 19 87

The Milton James Company

(Seller/Lessor/Mortgagee)

By Brian N Bonkard Pres

(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.)

BOOK 519 PG 111 270241

FINANCING STATEMENT

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Eldridge, Coleman 562 Benfield Village Severna Park, MD 21146	Stanley Bostitch-Auto Soler 5101 Fulton Ind. Blvd. Atlanta, GA 30336	

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

Shoe Repair Equipment:

Landis 12-K Stitcher AFC003LL

Acct. #EL4122

Not Subject to Recordation Tax
Conditional Sales Contract.
Indebtedness, $7783.92
Debtor's Residence, Anne Arundel

Clerk of Circuit Court
Anne Arundel County
Annapolis, MD 21401

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

Filed with

This instrument prepared by

Coleman B. Eldridge

Stanley Bostitch-Auto Soler

By: Coleman B. Eldridge
Signature(s) of Debtor(s)

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

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Filing Officer Copy—Alphabetical

BOOK 519 PAGE 112 STATE OF MARYLAND

To be filed with : Anne Arundel Cty.

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257075

RECORDED IN LIBER 486, pg. 222 FOLIO ____ ON June 17, 1985 (DATE)

1. DEBTOR

Name Valley Steel Products Company

Address 900 Walnut Street, St. Louis, Missouri 63102

2. SECURED PARTY

Name The First National Bank of Chicago

Address One First National Plaza, Chicago, Illinois 60670-0094

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 Termination ☒ 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.)

Dated ____

Bernard P. Burke

(Signature of Secured Party)

The First National Bank of Chicago

Type or Print Above Name on Above Line

15.00

BOOK 519 PAGE 113

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

No. of additional Sheets Presented

☐ The debtor is a transmitting utility

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

DIAMOND PAGE INT'L
CORPORATION
713 EAST GENESEE STR
SYRACUSE, N.Y. 13210
860225

2. Secured Party(ies) Name(s) and Address(es)

CHASE LINCOLN FIRST BANK, N.A.
Syracuse Division
One Lincoln Center
P.O. Box 4911
Syracuse, N.Y. 13221

03-302-008
FIN-078

4. For Filing Officer Date, Time, No., Filing Office

SEARCH FEE 10.00
RECORDING FEE 10.00
TOTAL 20.00

4.8-421

5. This statement refers to original Financing Statement No. 098674 filed (date) 8-19-85 with ANNE ARUDEL CO MD

6. ☐ A. Continuation: The original Financing Statement bearing the above file number is still effective.

XX B. Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

☐ D. Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E. Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ This statement is to be indexed in the Real Estate Records. Section ____ Block ____ Lot ____

CHASE LINCOLN FIRST BANK, N.A., SYRACUSE DIVISION

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

By C Furtel
(Signature(s) of Secured Party(ies))

☐ Filing Officer Copy—Numerical

(5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York

Anne Arundel Co., MD

BOOK 519 PAGE 114

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 03594

RECORDED IN LIBER 459 FOLIO 543 ON 1-7-83 (DATE)

1. DEBTOR

Name Ransome Airlines, Inc.

Address 2975 Galloway Road, Cornwells Heights, PA 19020

2. SECURED PARTY

Name Girard Bank, Trustee

Address 3 Girard Plaza, Philadelphia, PA 19101

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

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

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

Please amend original UCC-1 as noted above as follows:

(i) to reflect the change of name of the debtor to Pan Am Express, Inc.

(ii) to reflect the change of name and address of the secured party to Mellon Bank N.A., Trustee, Mellon Bank Center, Pittsburgh, PA 15258-0001.

Dated 10/1, 1987

MELLON BANK N.A., Trustee

By: _____
(Signature of Secured Party)

Type or Print Above Name on Above Line

PAN AM EXPRESS, INC.

By: _____

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

270243

BOOK 519 PAGE 115

FINANCING STATEMENT

1 ☐ To Be Recorded in the Land Records at _____

2 ☒ To Be Recorded among the Financing Records at Clerk of the Court, 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): Church Circle Realty

Address(es): 3 Church Circle
Annapolis, MD 21401

6 Secured Party: Maryland National Bank

Attention: Debra L. Phipps

Address: Department: Church Circle Branch
Post Office Box 987, Mailstop 300501
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, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

☒ G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor: Church Circle Realty

By _____ (Seal)
Type name and title, if any

George H. Turner, Pres.

By _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank

By _____ (Seal)

~~Debra L. Phipps, Branch Mgr.~~/
Sr. Officer
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

MARYLAND NATIONAL BANK

BOOK 519 PAGE 111

SCHEDULE A

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF A SECURITY AGREEMENT DATED October 16,1987 BETWEEN MARYLAND NATIONAL BANK AND Church Circle Realty .

FURNITURE-Desk and Furnishings		
6 Agent Desks @	$ 764.00	$ 4,584.00
1 Secretarial Desk	1,125.00	1,125.00
7 Agent Chairs @	360.00	2,520.00
6 Side Chairs @	260.00	1,560.00
1 Secretarial Chair	333.00	333.00
3 Lateral Files @	590.00	1,770.00
Oak Top 6' X 2'	170.00	170.00
Total		$12,032.00
CARPET-Desk and Furnishings		
72 Square yards Stratton Medallion Padding and Insulation		$ 2,600.00
PHONE-Javis Phone Corporation		
1 New EZ-1 ISOETEC Installation		$ 514.00
LIGHTING-Cross Electric Co.		
9 Tracks with 4 Halo Cylinders		$ 3,039.00
PAINTING-Arundel Painting		
2 Coats Trim and Walls		$ 1,485.00
GRAND TOTAL		$19,670.00

BOOK 519 PAGE 117

270214

FINANCING STATEMENT

Filing Fees: $17.50
A.A. Co. Circuit Court
Clerk of CT

NX subject to recordation tax

1. Name of Debtor: Piping &Corrosion Specialties, Inc.
Address: P.O. Box 10
Pasadena, MD. 21122

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland
P.O. Box 311
Annapolis, Maryland 21404

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

1987 Toyota Skid Steer loader model # 2SDK8
Serial # 01320

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

Debtor: Piping + Corrosion Specialties Inc

x Jeff Mills President
Thomas Mayers Jr, President

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By: John Paul Koehler
(Authorized Signature)
John P. 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.)

11—
161—
5

STATE OF MARYLAND BOOK 519 PAGE 119

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1920

270215

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. $ 2300.00

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

This financing statement Dated Sept. 11,1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas And Melody Apparito

Address 251 Carroll Rd. Glen Burnie MD, 21061

2. SECURED PARTY

Name Avco Financial Services

Address 8837 BelAir Rd. Baltimore, MD 21236

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

Oakridge 4 poster
Dresser
Hutch
Nitestand
High Boy

RECORD FEE 12.00
RETURN TAX 17.50
POSTAGE .50
RECEIVED FOR REC 12:02
10/19/87
JA

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)

Thomas Apparito
(Signature of Debtor)

Thomas Apparito
Type or Print Above Name on Above Line

Melody L Apparito
(Signature of Debtor)

Melody Apparito
Type or Print Above Signature on Above Line

Vicki Fleming
(Signature of Secured Party)

Vicki Fleming
Type or Print Above Signature on Above Line

12- 1750.50

BOOK 519 PAGE 112

270246

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: one

3. ☐ The Debtor is a transmitting utility

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

Scalea's Airport Service of
Baltimore, Inc.
2609 Cabover Drive
Hanover, MD 21076

2. Secured Party(ies) Name(s) and Address(es)

Fidelity Bank, N. A.
Broad & Walnut Streets
Philadelphia, PA 19109
#6977
965-641-5407 PAC

4. For Filing Officer Date, Time, No. Filing Office

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

All of debtor's present and future accounts, contract rigfhts, chattel paper, documents, general intangibles, instruments, equipment, fixtures whether now owned or hereafter acquired and all cash and non-cash proceeds thereof (including insurance proceeds) and all proceeds of proceeds.

☒ Products of the Collateral are also covered

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

7. ☐ The described crops are growing or to be grown on *
☒ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate 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

2609 Cabover Drive — Hanover — MD

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)

Scalea's Airport Service of Baltimore, Inc.

Signature(s) of Debtor(s)

Fidelity Bank, N. A.

By MICHAEL J. [illegible]

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

Anne Arundel County
Land Records

BOOK 519 PAGE 120

270217

File No. .....
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax.

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

XX Subject to Recordation Tax on principal amount of $ 9,527.93

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor	Address
Craig A. Wynne and Janet L. Wynne Individually & t/a The Oak Barn	8205 Cloverleaf Drive Millersville, Maryland 21108

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

AND

U.S. SMALL BUSINESS ADMIN.
Baltimore District Office
10 North Calvert St., 3rd floor
Balt. Md. 21202

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

SEE ATTACHED SCHEDULE A DESCRIBING COLLATERAL

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds)
) of the collateral are also specifically covered.
..... Products)

Debtor	Secured Party (Assignee)
Craig A. Wynne and Janet L. Wynne Individually & t/a The Oak Barn	THE CITIZENS NATIONAL BANK
By: Craig A. Wynne	By: Joseph L. Bracone Joseph L. Bracone Regional Vice President
By: Janet L. Wynne	
By:	Type or print all names and titles under signatures.

13

50

I HEREBY CERTIFY THAT THE RECORDATION TAX IN THE AMOUNT OF $66.70 HAS BEEN PAID TO Anne Arundel CO. THIS ON October 15, 1987
Carol A. Backus

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the [illegible] day of [illegible], 19[illegible], by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

BOOK 519 PAGE 121

DESCRIPTION OF COLLATERAL

All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof, whether purchased with loan proceeds or otherwise.

All accounts receivable now existing or hereafter created and all proceeds thereof.

All contract rights now existent or hereafter created and all proceeds thereof.

All machinery and equipment (including licensed business automotive), and furniture and fixtures now owned or hereafter acquired, whether purchased with loan proceeds or otherwise subject, but not limited to the following:

1 - Royal ER 145 Cash Register, s/n 146146
2 - Realistic Wireless Intercom, No. 43-212A
1 - Radio Shack Desk Phone s/n S721463
1 - Radio Shack Wall Phone, s/n S022261
1 - Radio Shack Desk Phone, s/n S7086034
1 - Radio Shack Desk Phone, s/n 425488
1 - Casio Desk Calculator, s/n 3229021
1 - Panasonic Electric Pencil Sharpener, s/n KP-77
1 - Emerson Television, s/n 63307445
1 - Portable Desk Lamp, No. 56428
1 - Brother AX-1o Typewriter s/n D61287347
1 - Sharp Calculator EL-1611, s/n 5827103
1 - Patton Heater, s/n 85-H10-015775
1 - Dynasy Classics Desk Fan, no. A7000654
1 - DeLonghi Air Heater, s/n 8635
1 - Goldstar Microwave Oven, s/n 60403436
1 - Royal 153 Vaccum s/n CB7A001088
1 - Hotpoint Refrigerator
1 - Emerson Console Humidifier s/n 081586
1 - Thomas Radio #1304, Model BD109, s/n 8606
1 - DeLonghi Air Heater
1 - Security Imprinter Corp (Credit Card Machine) s/n 869258
1 - Portable Desk Lamp, No. 158199
1 - Sharp Calculator EL-1611, s/n 41044367
1 - York Air Conditioner - (4 tons) s/n MGSS297106
1 - York Air Conditioner (4 tons) s/n MFSS266342
1 - York Air Handlers s/n MGSS297086
1 - York Air Handlers s/n MFSS266337
1 - 1987 Ford Van s/n 1FTDE14Y6HHA95802
1 - 1980 Ford Truck a/n E37LHHJ2322

All vehicles and equipment complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

I hereby certify under penalty of perjure that the filing fee as required by the Motor Vehicle Administration for the security interest in the above motor vehicles has been paid.

Joseph L. Bracone, Regional V. P.

Craig A. Wynne and Janet L. Wynne
Individually & t/a The Oak Barn

WITNESS: _____ _____ (SEAL)
Craig A. Wynne

WITNESS: _____ _____ (SEAL)
Janet L. Wynne

ADDRESS: 8205 Cloverleaf Drive
(STREET)

Millersville, A.A., Maryland 21108
(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

_____

_____
(SECRETARY)

BY: _____
TITLE

Anne Arundel County
A/C# C-02-04775-1

BOOK 519 PAGE 122

STATE OF MARYLAND

270248

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 Gnau Construction Company, Inc.

Address 2930 Spring Lakes Drive Davidsonville, MD 21035

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595 Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

One (1) Caterpillar Model 235 Hydraulic Excavator S/N 7WC00421

One (1) Caterpillar Model 963LGP Track Loader S/N 48Z00213

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 11.00
.50
270248 COMP RCD 11:48
10/19/87

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)

Gnau Construction Company, Inc.

(Signature of Debtor)

Alan R. Gnau Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

(Signature of Secured Party)

Mark M. Welsh
Type or Print Above Signature on Above Line

270213

FINANCING STATEMENT

File No.

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Tyler's Country Clothes, Inc. 8136 Jumpers Mall Pasadena, Maryland 21122	Consignor MBJ Corporation 7 Aldensgate Court Randallstown, Maryland 21133
	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, subsitutions 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 _____; 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 merchandise and inventory supplied by Secured party to Debtor pursuant to a Consignment Agreement effective September 1, 1987, and all proceeds and products of the foregoing in any form whatsoever.

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:
TYLER'S COUNTRY CLOTHES, INC.

By: _____

By: _____

By: _____

SECURED PARTY:
MBJ CORPORATION

By: _____

_____
(Type Name)

_____ _____ 19____
(Date Signed by Debtor)

RECORD FEE 11.00
POSTAGE .50
0110720 0040 R01 T13:49
10/19/87

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.

Return to:
Richard Bloch, Esquire
Shiling and Bloch, P.A.
12th Floor - Sun Life Building
20 South Charles Street
Baltimore, Maryland 21201

012 1671 0986-1

BOOK 519 PAGE 124

270250

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

J.L. Contracting Inc.
502 Corbin Parkway
Annapolis, Md. 21401
(Anne Arundel)

2. Secured Party(ies) Address(es) And Name(s):

John C. Louis Co. Inc.
1605 Cherry Hill Road
Baltimore, Md 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORDING FEE 11.00

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

1 Melroe Backhoe Model 909 16" Bucket/24 Bucket S/N 4097

This transaction is not subject to recordation tax.

DEBT EXCEEDS $200.00
☒ Proceeds of the collateral are also covered.
Filed with: ☐ Sec. of State _____ ☐ Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

J.L. Contracting Inc.

By _____
Debtor(s) [or Assignor(2)]

John C. Louis Co. Inc.

By _____
W.S. Davison, President
Secured Party(ies) [or Assignee(s)]

(3) Filing Officer Copy — Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

BOOK 519 PAGE 125

270251

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))	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer Date, Time, No. Filing Office
Ten-MD, Ltd., t/a The Bingo Palace 747 Route 3 North Gambrills, MD 21054	Germantown Savings Bank City Line & Belmont Avenues Bala Cynwyd, PA 19004	

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

See attached sheet.

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

☐ 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 timber 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 [signature] Signature(s) of Debtor(s)

By [signature] Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
2/83
STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

BOOK 519 PAGE 129

PRINTED FOR AND SOLD BY JOHN E. CLARK JR. 1328 WALNUT ST. PHILADELPHIA, PA. 19107

Uniform Commercial Code – ADDITIONAL SHEET – Form DSCB:UCC-5a (Rev. 11-72) 1 Page ____ of ____

Important Read Instructions on Back Before Filling Out Form.

2. Debtor(s) (Last Name First and Address(es))	3. Secured Party(ies) (Name(s) and Address(es))	4. For Filing Officer
Ten-MD., Ltd. t/a The Bingo Palace 747 Route 3 North Gambrills, MD 21054	Germantown Savings Bank City Line & Belmont Avenues Bala Cynwyd, PA 19004	

5. This additional sheet covers the following additional types (or items) of property:

All inventory, equipment, accounts, contract rights, general intangibles, instruments and chattel paper (as those terms are defined pursuant to Article Nine of the Pennsylvania Uniform Commercial Code), as well as fixtures, in which Borrower has an interest, whether now owned or hereafter acquired or arising and in all proceeds, including insurance proceeds, replacements, accessions, and substitutions, of all of the foregoing.

BOOK 519 PAGE 127

FINANCING STATEMENT CHANGE – UCC-3

Ford Motor Credit Company

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

3. Maturity Date

1. Debtor(s) (Last Name First) and Address(es)
Jackson, James
1233 Bacon Ridge
Crownsvl, Md 21032

2. Secured Party(ies) and Address(es)
Ford Motor Credit
P.O. Box 637
Mech Va. 23111

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

This Statement refers to original Financing Statement No. 252153
Date filed 5-25, 19 74 Filed with County Clerk

This instrument prepared by

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 property indicated below.

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 property indicated below.

D. ✓ **TERMINATION** – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT** – The financing statement bearing the above file number is amended
☐ To show the Secured Party's new address as indicated above.
☐ To show the Debtor's new address as indicated above.
☐ As set forth below.

Book 473 Page 463

_____ (Debtor)
(Signature of Debtor, if required)

Dated _____, 19 _____

Ford Motor Credit (Secured Party)
By Gwendolyn L. Gill
(Signature of Secured Party)

F M C C
APR 70 7288

Previous editions may be used

FILING OFFICER COPY-ALPHABETICAL

STATE OF MARYLAND

BOOK 519 PAGE 128

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270253

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 OXKO Corporation

Address 2448 Holly Ave., #0303, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., #207

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)

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

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

X (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L. L. Summers PRES

Type or Print Above Signature on Above Line

SCHEDULE "A"

This Schedule "A" is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 1, dated September 30, 1987

Three (3)	24" radius table 60"x60". Mfr. #8836R-CT.
One (1)	24"x60" workstation. Mfr. #886024-CT.
One (1)	Sensor Type II. Mfr. #458-1424.
Two (2)	Snodgrass side chair with arms. Mfr. #474-429M.
Two (2)	24" radius table 48"x48". Mfr. #8824-CT.
One (1)	30"x24" workstation. Mfr. #883024-CT.
One (1)	Series 9000 25"x60" credenza. Mfr. #9039F.
One (1)	Sensor Type II. Mfr. #458-1203.
Two (2)	Snodgrass side chair with arms. Mfr. #474-429M.
One (1)	72"x36"x36" conf. table. Mfr. #86964236.
Six (6)	Snodgrass side chair with arms. Mfr. #474-429M.
Two (2)	24" radius table 60"x60". Mfr. #8836-R Ct.
One (1)	Sensor Type II. Mfr. #458-1203.
~~Three (3)~~	~~Personal drawer for use on computer table 18"wx16½"dx3¼"h.~~
Four (4) ~~Two (2)~~	"A" Mobile pedestal. Mfr. 99110M.

LESSOR: Diversified Leasing, Inc.

By: [signature]

Title: PRES

Date: 10/2/87

LESSEE: OXKO Corporation

By: [signature]

Title: President

Date: 10/2/87

Anne Arundel County, MD

STATE OF MARYLAND

BOOK 519 PAGE 130

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: LTD Contracting Co., Inc.

Address: 3354A Patuxent River Road Davidsonville, MD 21035

2. SECURED PARTY

Name: Washington Air Compressor Rental Co.

Address: 1800 4th Street, NE Washington, DC 20002

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 air compressor model P130WJD s/n 162809

Name and address of Assignee
Concord Commercial Corporation
210 Goddard Boulevard
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

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)

LTD Contracting Co., Inc.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Air Compressor Rental Co.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 273255 BOOK 519 PAGE 131

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 Jet Machine Shop

Address 2319 Mountain Road Pasadena, Maryland 21122

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

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

3. Maturity date of obligation (if any) _____

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

1 VR-6500K Valve Refacer Serial #- 1166
1 VR-6180A Tappet & Valve Grindi

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Timothy Schwoerer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Phyllis Pipkin
(Signature of Secured Party)

Phyllis Pipkin Manager
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT BOOK 519 PAGE 132

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $3,000.00

1. Name of Debtor(s) Address: Peabody and Moore, Inc.
540 Green River Ct.
Annapolis, MD 21401

270256

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property: One new 1987 Compaq Portable III Computer with 20-Megabite Hard Disc - Serial #1733AL2B0431.

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

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

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): Peabody and Moore, Inc.

By: David G. Moore, President

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein, Asst. Vice President
(Type Name and Title)

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

11 21.50

045-580/3 Rev. 5/86

BOOK 519 PAGE 13

270257

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))

Winters, Valerie L.
1018 Shreve Court
Crofton, MD 21114

2. Secured Party(ies) Name(s) and Address(es)

Eisenheimer Chevrolet Inc.
Arkport Road
Hornell, N.Y. 14843

4. For Filing Officer (Date, Time, No. Filing Office)

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

1977 Ford F 350 - Tocle HYD. Wheel Lift
Ser. # 37SCY05324
1982 Ford F 350 Car Carrier - Ser. # 2FDJF37Z4CCA64320

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

NORSTAR BANK, N.A.
Norstar Building
10 Fountain Plaza, Buffalo, New York 14202

☐ Products of the Collateral are also covered

7. ☐ The described crops are growing or to be grown on.*
☐ The described goods are or are to be affixed to.*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate Below)

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☒ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state

Br. 9451

9/2/87

NORSTAR BANK, N.A.

By _____ Signature(s) of Debtor(s)

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

(1) FILING OFFICE COPY - NUMERICAL

(5/82) STANDARD FORM—FORM UCC-1—Approved by Secretary of State of New York

BOOK 519 PAGE 134

270258

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: one

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

Scalea's Airport Service
of Baltimore, Inc.
c/o P. O. Box 116
Folcroft, PA 19032

2. Secured Party(ies) Name(s) and Address(es)

Fidelity Bank, N. A.
Broad & Walnut Streets
Philadelphia, PA 19109

PRC

3. ☐ The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. Filing Office

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

All of debtor's present and future accounts, contract rights, chattel paper, documents, general intangibles, instruments, ~~and~~ equipment, fixtures whether now owned or hereafter acquired and all cash and non-cash proceeds thereof (including insurance proceeds) and all proceeds of proceeds

☒ Products of the Collateral are also covered

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

7. ☐ The described crops are growing or to be grown on *
☒ The described goods are or are to be affixed to *
☐ The timber 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

900 Calcon Hook Road Sharon Hill Delaware

No. & Street Town or City County Section Block Lot 3A

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)

Scalea's Airport Service of Baltimore, Inc.

By [signature]
Signature(s) of Debtor(s)

Fidelity Bank, N. A.

By [signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
(3-83)

STANDARD FORM - FORM UCC 1 — Approved by Secretary of Commonwealth of Pennsylvania

COUNTY Anne Arundel

BOOK 519 PAGE 135

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. 258223

RECORDED IN LIBER 489 FOLIO 123 ON 8/30/85 (DATE)

1. DEBTOR

Name Cintronix, Inc.

Address 913 Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION

Address 2000 Oxford Dr., Suite 200A

Bethel Park, PA 15102

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

TERMINATION

RECORD FEE 10.00
POSTAGE .50
#070860 C055 R02 T09:02
10/20/87

DEBTOR:

(Signature of Debtor)

Type or Print Above Name on Above Line

SECURED PARTY:

WESTINGHOUSE CREDIT CORPORATION

(Signature of Secured Party)

Dominic R. Jones

Type or Print Above Name on Above Line

BOOK 519 PAGE 130

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 367

Identification No. 283306 Dated Aug. 24, 1984

1. Debtor(s) { Riviera Sales Plumbing & Heating, Inc.
Name or Names — Print or Type
8813 Fort Smallwood Road Pasadena, Md. 21122
Address — Street No. City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names—Print or Type
63 Forest Drive Annapolis, Md. 21401
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

Dated Sept. 25, 1987

First National Bank of Md.
Patricia R. Ponzillo
(Name of Secured Party)
Patricia R Ponzillo
(Signature of Secured Party)
Loan Accounting Officer
Type or Print (Include Title if Company)

10

BS-1216D-8406

UNIFORM COMMERCIAL CODE

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

BOOK 519 PAGE 137 270262

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

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

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Waterside, Inc.	1402	Colony Road	Pasadena,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Earl K. Buchan	Penthouse 4,	750 N. Atlantic Ave.	Cocoa Bch.,	Fla.

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

Partnership Interests representing three limited partnership units in White Rocks Limited Partnership

RECORD FEE 11.00
POSTAGE .50
#071450 C055 ROC T12:30
10/20/87

RETURN TO:

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

CHECK ☒ THE LINES WHICH APPLY

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

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

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

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

Debtor(s) or assignor(s)

Waterside, Inc.
By: [signature] (Seal)
(Corporate, Trade or Firm Name) Dennis C. Blazer

[signature]
Signature of *Secured Party* or Assignee

Earl K. Buchan
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

file to Anne Arundel County

BOOK 519 138

2702267

FINANCING STATEMENT

1. ____ To Be Recorded in the Land Records.

2. X To Be Recorded among the Financing Statement Records.

3. ____ Not subject to Recordation Tax.

4. X Subject to Recordation Tax on an initial debt in the principal amount of $200,000.00. The Debtors certify 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. Debtors Names	Address
Weston Equipment Leasing, Incorporated	c/o Peter J.Henry, Trammell Crow Co 1001 30th St., N.W. Suite 500 Washington, D.C. 20007
H&H Cleaners of Annapolis, Inc.	c/o Prentice Hall Corporation System 929 N. Howard Street Baltimore, MD 21201

6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

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

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof, including without limitation, all rights of Debtor, Weston Equipment Leasing, Incorporated, in and to that Equipment Lease Agreement dated September 17, 1987 between Weston Equipment Leasing Incorporated and H&H Cleaners of Annapolis, Inc.

RECORDING FEE 14.00
POSTAGE .50
#071500 C055 R02 T15:19

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, 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.

10/20/87
JA

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and

14.00
50

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.

DEBTOR:

Weston Equipment Leasing, Incorporated

By: _____
Peter J. Henry, President

SECURED PARTY:

First National Bank of Maryland

By: _____
Marc A. Tohir, Vice President

DEBTOR:

H&H Cleaners of Annapolis, Inc.

By: _____
Douglas Hermance, President

Address where Collateral will be located:

Festival Plaza
Riva and Forest Drives
Annapolis, Maryland 21401

Mr. Clerk: Please return to M. WILLSON OFFUTT IV, ESQ., Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

A:F40410.FS
A:bjl

BOOK 519 PAGE 160

Equipment List 10/12/87

Press For Success

		Serial #
White Conveyor	Model # NM	21706 - 0787
Tomasia Shirt Folding Unit		None
Ajay Hot Head Press	HOU 045 - C Press	40531775
Cissell Single Puff Iron	ADC 71	36374-387
Cissell Suzi	FFCD	63811381
Ajay Utility Press	AOU 45-L	30431774
Cissell Single Puff	ADA - 11	36389-387
Ajay Tipper	345	345-30874487
Ajay Leggel	JCF AA6-C	30131777
Cissell Single Puff	ADA-12	36388-387
Cissell Suzi	FFCD	63806387
Automatic Stitch Sink	400	562026
Ajay Single Back Shirt Machine	364	36431702087
Ajay Sleeve	AOX 363	36331703087
Ajay Puffer	CCW-C	31031776067
Aircomp Chiller	ATR 503 AWC	607872195
Dinwash	UW 508 4	Ser 16539
Spotting Board	AA-16	49391-387
Spotting Tank	ATC - 11	3537-387
Speedair Compressor	32745 A 2	no serial #
Blow Off Tank	52694 F-20	012471
Surface		
Air Vacuum - Pema		SER A7
Hot Water Heater -	BT 100	ME87-0093296-R
Fulton Boiler	FBO 20 A	52557
Fulton Boiler - Petroleum Steam	H20	34995

executive

Anne Arundel County
A/C# C-02-04763-7

BOOK 519 PAGE 141

270273

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 Mid-East Diversified, Incorporated

Address 301 North Ferry Point Road Pasadena, MD 21112

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

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 filling 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)

Mid-East Diversified, Incorporated

See attached for original signature
(Signature of Debtor)

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
LARRY F. KINNE, JR.

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

130

CREDIT ALLIANCE CORPORATION

BOOK 519 PAGE 142

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. (Seller) FROM: Mid-East Diversified Incorporated (Buyer)

Defense Hwy. 450 & 176 Annapolis, MD 21401 (Address of Seller) 301 North Ferry Point Rd. Pasadena, MD 21112 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") upon the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)

One (1) Used International Model 79-270A Diesel Wheel Loader Backhoe W/ROPS, 4' Digmore Boom Extension, 24" Bucket, S/N 100903.

* Description of any Trade-In:

(1) CASH SALE PRICE	$ 19,425.00
(2) DOWN PAYMENT in Cash	$ 925.00
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	$ 4,000.00
(4) UNPAID BALANCE [Items (1) — (2) — (3)]	$ 14,500.00
(5) INSURANCE and other Benefits	$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	$ 150.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	$ 14,650.00
(8) FINANCE CHARGE (Time Price Differential)	$ 2,233.76
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	$ 16,883.76
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	$ 21,808.76

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 301 North Ferry Point Road (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (State)

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 Sixteen thousand eight hundred eighty three and 76/100********** Dollars ($ 16,883.76) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 9th day of November, 19 87, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of $ 703.49 and the final installment being in the amount of $ 703.49 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, not 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, receive 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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 7, 19 87

Accepted: Baldwin Service Center, Inc. (SEAL)
(Print Name of Seller Here)

By: [signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

Mid-East Diversified, Incorporated (SEAL)
(Print Name of Buyer-Maker Here)

By: [signature]

Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)

By:

INITIAL HERE

CA-L-2(7-76)

ORIGINAL FOR FILING-NON-NEGOTIABLE

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL HERE

INITIAL HERE

INITIAL HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

There is on the reverse of this contract a note. If Buyer fails to pay any amount when due, or shall fail in the prompt and [illegible] performance of the obligations and conditions hereof or any other agreement with Holder or Seller, [illegible] or change the management, ownership or control of Buyer, or if Holder shall at any time deem itself insecure, Holder may, without notice to Buyer and without [illegible] Buyer's property, declare the balance hereunder immediately due and payable, whereupon Balance shall immediately, in the usual per diem, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand, sell or otherwise dispose of the collateral, in the extent permitted by law. (1) retain for Holder's full expenses the collateral which Buyer shall assemble at and deliver to a place designated by Holder. Buyer hereby authorizes and empowers Holder, on the seller, to enter any premises where the collateral may be found and take possession of it, away from Buyer without process of law and without certain collateral and all proceeds made hereunder, apply or credit all payments and sell collateral at public or private sale. Call without public sale or notice to Buyer and with the option Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with its 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 any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest legal contract rate, or (2) retain the collected 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 legal contract rate, or (3) 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 thereof. 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. [illegible] 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. [illegible] New York, New York, or either of them, as their true and lawful attorney [illegible] such parties hereby agree to the venue and jurisdiction of any court in the State and County 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 such such provisions 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, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect and allocate its 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 default by the Buyer therein named ("Buyer") of any payment at its place stated, and 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 mail to 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, credit, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purpose 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 proceeding under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date October 19 87

(Witness)

Baldwin Service Center, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

By [illegible] Corp Secy.
(Signature, Title of Officer, "Partner" or "Proprietor")

Signature of Seller

STATE OF MARYLAND

BOOK 519 PAGE 144

FINANCING STATEMENT

FORM UCC-1 270274

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 9/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dennis M. Riordan

Address 713 Tolbert Drive, Odenton, MD 21113

2. SECURED PARTY

Name Amberton/Overlook Limited Partnership

Address c/o Artery Capital Group, 7200 Wisconsin Avenue, Suite 1000

Bethesda, MD 20814

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

3. Maturity date of obligation (if any) 2/15/90

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

All of the Debtor's right, title and interest as a limited partner of Amberton/Overlook Limited Partnership, a Maryland limited partnership, to receive distributions, proceeds and returns of capital contributions.

"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)

Amberton/Overlook Limited Partnership

By: Artery Amberton/Overlook Associates Limited Partnership, its General Partner

(Signature of Debtor)

Dennis M. Riordan

Type or Print Above Name on Above Line

By: _____

(Signature of Debtor)

Jack I. Luria, Attorney-in-Fact

Type or Print Above Signature on Above Line

By: _____

(Signature of Secured Party)

Jack I. Luria, as General Partner

Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

BOOK 519 PAGE 145

UNIFORM COMMERCIAL CODE

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

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

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name Dennis M. Riordan

Address 713 Tolbert Drive, Odenton, MD 21113

2. SECURED PARTY

Name Amberton/Overlook Limited Partnership

Address c/o Artery Capital Group, 7200 Wisconsin Avenue, Suite 1000

Bethesda, MD 20814

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

3. Maturity date of obligation (if any) 2/15/90

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.)

The Society for Savings
31 Pratt Street
Hartford, CT 06103

Amberton/Overlook Limited Partnership

By: Artery Amberton/Overlook Associates Limited Partnership, its General Partner

Dated 9/9/87

By: _____
(Signature of Secured Party)

Jack I. Luria, as General Partner
Type or Print Above Name on Above Line

15.00

270275

PRINT OR TYPE ALL INFORMATION 519 PG 148

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

Anne Arundel County

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Ventura Construction Company, Inc. 1761 Severn Chapel Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. [X] ORIGINAL FINANCING STATEMENT [ ] CONTINUATION – ORIGINAL STILL EFFECTIVE [ ] AMENDMENT [ ] ASSIGNMENT [ ] PARTIAL RELEASE OF COLLATERAL [ ] TERMINATION
Name & address of Secured Party Furnival Machinery Company, Inc. 7135 Standard Drive Hanover, MD 21076	Name & address of Assignee Associates Commercial Corporation 8002 Discovery Drive, Suite 420 Richmond, VA 23229
Date of maturity if less than five years	Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model D31E-17 Crawler Tractor S/N 33811
COMPLATE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS, AND ALL PROCEEDS THEREOF.
EXEMPT FROM RECORDATION TAX-CONDITIONAL SALE CONTRACT

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

Describe Real Estate if applicable:

Ventura Construction Company, Inc.	Furnival Machinery Company
Signature of Debtor if applicable (Date) W. T. Caillouette President W. T. Caillouette, Pres.	Signature of Secured Party if applicable (Date) P. Wurth 10/14/87

603591 (8-82)

11.50

Anne Arundel Co.

STATE OF MARYLAND

[redacted]

FINANCING STATEMENT FORM UCC-1

Identifying File No.: 519

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 4 August 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Mount Vernon Realty, Inc.

Address 6000 Stevenson Avenue, Alexandria, VA 22304

2. ~~SECURED PARTY~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

1 TIE Buscom Plus/64 Telephone System including:
1 Key Service Unit, 2 Four C.O. cards, 4 Four Station cards,
2 Console/64, 1 Surge protector.
All cabling and accessories necessary for installation.

EQUIP SITE: 2329-G Forest Drive
Annapolis, MD 21401

Lessee Will Purchase At End Of Contract - 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)

X [signature] (Signature of ~~DEBTOR~~) Lessee

X [signature]
Type or Print Above Name on Above Line
W. Howard Rooks, President

(Signature of ~~DEBTOR~~)

Type or Print Above Signature on Above Line

[signature] (Signature of ~~Secured Party~~) Lessor

Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 519 PAGE 14

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270277

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 Hansa Products, Inc.

Address 8515 Rainswood Drive Landover, MD 20785

2. SECURED PARTY (001)

Name Equitable Life Leasing Corporation

Address 1016 W. Ninth Ave., Suite 100

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)

Property leased or to be leased under that certain Master Equipment Lease Agreement No. 105787, dated 7/19/86, between Debtor, as Lessee and Secured Party, as Lessor on all Rental Schedules thereunder, including but not limited to various Data Processing Equipment. This transaction is a lease and is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record. "This does not create a security interest."

Clerk of Circuit Court of 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)

R. C. Vogan, Agent
(Signature of Debtor)

Hansa Products, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Equitable Life Leasing Corporation
Type or Print Above Signature on Above Line

11.50

Clerk of Circuit Court
of Anne Arundel County
Annapolis, MD 21401

BOOK 519 PAGE 1[illegible]

270278

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

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

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

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. Name of Debtor David B. Johnson and Melanie V. Johnson

   Address Koenig Art Emporium, Marley Station Mall, 7900 Ritchie Hwy., Glen Burnie, MD 21061

2. Name of Secured Party General Electric Credit Corporation

   Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

8. Assignee of Secured Party _____

   Address _____

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

4. Maturity date of obligation (if any) November 1, 1994

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

All assets of the Debtor now owned or hereafter acquired as more fully described in Exhibit I which is attached hereto and incorporated herein by reference.

DEBTOR IS NOT AUTHORIZED TO SELL EQUIPMENT.

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)

RECORD OWNER OF REALTY: TKL East; Volume 3834, Page 291
Koenig Art Emporium, Marley Station Mall, 7900 Ritchie Hwy.,
Glen Burnie, MD 21061

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

David B. Johnson
Type or Print Above Signature on Above Line

(Signature of Debtor)

Melanie V. Johnson
Type or Print Above Signature on Above Line

SECURED PARTY

General Electric Credit Corporation
(Name of Dealership)

By _____
(Signature of Secured Party)

Type or Print Above Name on Above Line

Exhibit I

All assets of the Debtors now owned or hereafter acquired, including but not limited to (all of which is collectively referred to as the "Collateral"):

(a) All present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Accounts"), all right, title and interest, and all rights, remedies, security and liens, in, to and in respect of the Accounts;

(b) All raw materials, work in process, finished goods, component parts and all other inventory, (as defined in the Uniform Commercial Code) of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by Debtor;

(c) all machinery, equipment, vehicles, furniture and fixtures, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired, and all structures, improvements, fixtures, goods, chattels, equipment, machinery and articles of personal property of every kind and character now or hereafter affixed to, placed upon or used in connection with, the operation of Debtor's business at Marley Station Mall, 7900 Ritchie Highway, Glen Burnie, MD 21061;

(d) all books, records, ledger cards and other property and general intangibles at any time relating to the foregoing;

(e) any and all monies, securities, drafts, notes, items and other property of Debtor and the proceeds thereof;

(f) all present and future trade styles, trademarks, patents, and designs and general intangibles, and all present and future tax refunds, and choses in action;

(g) any and all products and proceeds of the foregoing, in any form (including without limitation any insurance proceeds or claims by Debtor against third parties, for loss or damage to or destruction of any or all of the foregoing Collateral).

STATE OF MARYLAND BOOK 519 PG 151

FINANCING STATEMENT FORM UCC-1 Identifying File No. 272279

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. $ 40,000.00

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

This financing statement Dated September 28, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Equipment Corporation of America, Inc.

Address 1061 Turkey Point Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 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)

1985 Model AMO Marine Travelift
Serial #2010-1185

CHECK ☒ THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Marine Equipment Corporation of America, Inc.

By: (Signature of Debtor)

Robin N. Thompson, President

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)

John J. Feldman, III Vice President

Type or Print Above Signature on Above Line

11-280.50

MARYLAND NATIONAL BANK
We want you to grow

BOOK 519 PAGE 152

270280

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)
Safford Marine, Inc.
T/A Safford Yacht Sales

Address(es)
410 Severn Av.
Boat House B.
Annapolis, Maryland 21403

6 Secured Party
Maryland National Bank
Attention Anjana Singh
M/S 011503

Address
225 N.Calvert St.
Baltimore, Maryland 21202

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

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

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

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

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

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

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

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

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

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

Safford Marine, Inc.
T/A Safford Yacht Sales (Seal)

(Seal)
Ray MacAnanny, President

(Seal)

(Seal)

Secured Party
Maryland National Bank

Anjana Singh (Seal)

Anjana Singh, Floor Plan Finance Manager
Type name and title

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

207–95 REV 7/83

12.00

BOOK 519 PAGE 152

270281

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) Mosca, Paul E. - golf professional at Heritage Harbour G.C. 875 South Truman Pkwy. Annapolis, MD 21401	(2) Secured Party(ies) (Name(s) And Address(es) PGA Credit Union 100 Avenue of the Champions P.O. Box 109601 Palm Beach Gardens, FL 33410-9601	RECORD FEE 11.00 POSTAGE .50 RECEIVED FROM 714416 10/21/87 JA
(3) (a) ☐ Collateral is or includes fixtures. (b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

Four 1987 Yamaha G2A gas golf cars, identification numbers as follows:

J38-034746
J38-034747
J38-035466
J38-035467

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

(By) Paul E. Mosca

Standard Form Approved by N.C. Sec. of State and other states shown above.

[1] Filing Officer Copy — Numerical

11.50

Secured Party(ies) [or Assignees]

PGA Credit Union, Patricia A. Patterson, Accts. Mgr.

(By) Patricia A. Patterson

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK 519 PAGE 154

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)

Home Video Services, Inc.
P.O. Box 10
Pasadena, MD 21122

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

CANON U.S.A., INC.
One Canon Plaza
Lake Success, NY 11042

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 02956 B-457 P 302

Filed with County Date Filed 12/27/82 19

5. [X] Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. [ ] Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. [ ] Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. [ ] Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. [ ] Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented

CANON U.S.A., INC.

By: Joan Schmidt

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

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

10.50

Book 519 Page 155

TFR155
3/4/87

FINANCING STATEMENT

270233

TO BE RECORDED IN
Frederick County
Financing Statement Records

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

1. Debtor: Address:

Water Oak Forest Corporation, a Maryland corporation — 305 E. Furnace Branch Road, Glen Burnie, Maryland 21061

2. Secured Party: Address:

Provident Bank of Maryland — 114 E. Lexington Street, Baltimore, Maryland 21202, Attn: Commercial Real Estate Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned of hereafter acquired by the Debtor including all furnishing, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and

CT
52

including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All 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 or contracts of sale 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, buy or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights (including the rights of Debtor under contracts for the sale of the property) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All of the Debtor's corporate assets and property both now owned and hereafter acquired.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement dated June 30, 1986 given by Debtor to Michael E. Williams and Raymond E. Schlissler, Trustees, and recorded among the land records of Anne Arundel County, Maryland at Book 4118, page 591 as modified by a First Modification to Deed of Trust, Assignment of Rents and Security Agreement of even date herewith between the Debtor and the Trustees recorded or intended to be recorded among the aforesaid Land Records securing an indebtedness owed by Debtor to the Secured Party.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A and Exhibit A-1 attached hereto.

7. This financing statement secures in part the payment of principal, interest and premium on a $2,375,000 loan from the Secured Party to the Debtor of even date herewith.

Debtor:

WATER OAK FOREST CORPORATION
a Maryland corporation

By: _____ (SEAL)
Frank U. Scott, Sr.
President

Dated: _____, 1987

CLERK: After recording, please return to:

Timmy F. Ruppersberger, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

EXHIBIT A
Property Description
The Lots

ANAREX, INC.
DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS
503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2996

September 21, 1987

DESCRIPTION OF 88.94 ACRES, OF LAND
CHANDLER POINT AT WATER OAK FOREST
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the lots on the East side of Water Oak Point Road, 30 feet wide, at a point marking the Northernmost corner of the "Reserved Parcel" as shown on the plat of Water Oak Forest, Section Two, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 56, Page 4; thence leaving said point of beginning,

1) North 78 degrees 15 minutes 44 seconds East 9.69 feet to the East side of existing Water Oak Point Road, 30 feet wide; thence running with and binding thereon,

2) North 19 degrees 26 minutes 54 seconds East 44.86 feet,

3) North 19 degrees 16 minutes 42 seconds East 252.21 feet,

4) North 15 degrees 58 minutes 28 seconds East 74.16 feet,

5) North 44 degrees 05 minutes 41 seconds East 52.37 feet,

6) North 49 degrees 13 minutes 15 seconds East 49.47 feet,

7) North 21 degrees 06 minutes 50 seconds East 52.04 feet,

8) North 33 degrees 17 minutes 38 seconds East 53.67 feet,

9) North 49 degrees 31 minute 53 seconds East 52.[illegible] feet,

10) North 68 degrees 46 minutes 58 seconds East 65.09 feet,

11) North 61 degrees 33 minutes 31 seconds East 64.41 feet,

12) North 52 degrees 27 minutes 50 seconds East 47.57 feet,

13) North 41 degrees 32 minutes 12 seconds East 46.33 feet,

14) North 38 degrees 22 minutes 19 seconds East 45.93 feet,

15) North 24 degrees 37 minutes 22 seconds East 11.35 feet,

Chandler Point at Water Oak Forest
September 21, 1987

16) North 16 degrees 42 minutes 38 seconds East 40.53 feet,

17) North 04 degrees 22 minutes 41 seconds East 67.22 feet,

18) North 02 degrees 11 minutes 14 seconds East 196.28 feet, and

19) North 01 degree 32 minutes 53 seconds East 197.14 feet to a point; thence running with and binding along the boundary line of the Lester F. Holtz land, the Deed of which is recorded in Liber 3343, Folio 178,

20) South 56 degrees 41 minutes 08 seconds East 460.[illegible] feet,

21) North 35 degrees 39 minutes 43 seconds East 299.58 feet, and

22) North 57 degrees 15 minutes 51 seconds East 407.27 feet, to the shore line of Bar Cove; thence running with and binding thereon,

23) South 34 degrees 02 minutes 55 seconds East 59.77 feet,

24) South 46 degrees 23 minutes 53 seconds East 70.61 feet,

25) South 62 degrees 47 minutes 21 seconds East 67.27 feet,

26) South 35 degrees 57 minutes 23 seconds East 63.70 feet,

27) South 64 degrees 46 minutes 48 seconds East 6[illegible].65 feet,

28) South 37 degrees 26 minutes 43 seconds East 72.62 feet,

29) South 46 degrees 56 minutes 29 seconds East 271.87 feet,

30) South 67 degrees 06 minutes 23 seconds East 120.18 feet,

Chandler Point at Water Oak Forest
September 21, 1987

31) South 42 degrees 58 minutes 41 seconds East 70.75 feet,

32) South 71 degrees 15 minutes 36 seconds East 173.72 feet,

33) South 71 degrees 25 minutes 29 seconds East 68.36 feet,

34) South 55 degrees 44 minutes 24 seconds East 74.82 feet,

35) South 39 degrees 54 minutes 58 seconds East 16.38 feet,

36) South 79 degrees 06 minutes 45 seconds East 27.31 feet,

37) North 72 degrees 43 minutes 10 seconds East 26.33 feet,

38) South 25 degrees 10 minutes 22 seconds East 56.36 feet,

39) South 25 degrees 55 minutes 47 seconds East 98.95 feet,

40) South 52 degrees 14 minutes 46 seconds East 92.29 feet,

41) South 26 degrees 03 minutes 10 seconds East 159.84 feet,

42) South 40 degrees 49 minutes 26 seconds East 51.34 feet,

43) South 64 degrees 43 minutes 07 seconds East 66.86 feet,

44) North 57 degrees 36 minutes 14 seconds East 41.76 feet,

45) South 59 degrees 36 minutes 45 seconds East 135.26 feet, to a point; thence leaving Tar Cove and running with and binding along the boundary of the Charles E. White land, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 248, Folio 324,

46) South 27 degrees 02 minutes 40 seconds East 172.44 feet,

Chandler Point at Water Oak Forest
September 21, 1987

47) South 11 degrees 16 minutes 4[illegible] seconds West 227.0[illegible] feet,

48) South 24 degrees 46 minutes 4[illegible] seconds West 25.[illegible] feet,

49) South 24 degrees 35 minutes 40 seconds West 152.[illegible] feet,

50) North 57 degrees 42 minutes 1[illegible] seconds West 30.[illegible] feet,

51) South 24 degrees 4[illegible] minutes 4[illegible] seconds West 161.11 feet,

52) South 1[illegible] degrees 39 minutes 40 seconds West 267.35 feet,

53) South 16 degrees 43 minutes 40 seconds West 152.70 feet,

54) South 07 degrees 02 minutes 40 seconds West 145.[illegible] feet, and

55) South 03 degrees 45 minutes 4[illegible] seconds West 111.36 feet to the North side of Water Oak Point Road; thence running with and running thereon,

56) North 35 degrees 17 minutes 3[illegible] seconds West 122.[illegible]1 feet,

57) North 43 degrees 35 minutes 4[illegible] seconds West 51.4[illegible] feet,

58) North 51 degrees [illegible]3 minutes 50 seconds West 51.58 feet,

59) North 6[illegible] degrees 3[illegible] minutes 3[illegible] seconds West 7[illegible].64 feet, and

60) North 71 degrees 09 minutes 58 seconds West 151.4[illegible] feet to a point; thence leaving said road and running,

61) North 18 degrees 51 minute 35 seconds East 9.74 feet to a point marking the Southernmost corner of Lot 1, Water Oak Forest, Section One, Plat Two, recorded among the Plat Records in Plat Book 3[illegible], Page 4[illegible]; thence running with and bisecting along the boundary of said plat,

Chandler Point at Water Oak Forest
September 21, 1987

62) North 18 degrees 51 minutes 35 seconds East 326.00 feet,

63) North 71 degrees 08 minutes 25 seconds East 967.87 feet,

64) North 19 degrees 14 minutes 15 seconds East 45.33 feet, and

65) North 70 degrees 45 minutes 44 seconds East 254.00 feet to the point of beginning.

Containing in all 61.28 acres of land, more or less.

BEGINNING FOR THE SECOND on the south side of Water Oak Point Road, 50-feet wide, at a point marking the Eastern-most corner of "Reserved Parcel C" as shown on the plat of Water Oak Forest, Section One, Plat One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 93, Page 28; thence leaving said point of beginning,

1) North 15 degrees 16 minutes 58 seconds East 19.22 feet to the South side of existing Water Oak Point Road 30-feet wide; thence running with and binding thereon,

2) South 71 degrees 09 minutes 45 seconds East 109.38 feet,

3) South 62 degrees 56 minutes 46 seconds East 129.98 feet,

4) South 35 degrees 15 minutes 51 seconds East 142.21 feet,

5) South 65 degrees 19 minutes 51 seconds East 158.33 feet, and

6) South 04 degrees 13 minutes 15 seconds West 213.73 feet to a point; thence running with and binding along the boundary of land of George and Betty Morgan, the deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1579, Folio 121,

Description of Chandler Point at Water Oak Forest
September 21, 1987

7) North 71 degrees 06 minutes 28 seconds East 532.30 feet, and

8) North 18 degrees 54 minutes 59 seconds East 451.30 feet to the point of beginning.

Containing in all 4.68 acres of land, more or less.

BEGINNING FOR THE THIRD on the West side of Water Oak Point Road, 30-feet wide, at a point marking the Southernmost boundary line of the land of George and Betty Morgan, the deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1575, Folio 121; thence leaving said point and running with and binding along said road,

1) South 13 degrees 55 minutes 21 seconds East 575.03 feet to a point; thence leaving said road, and running with and binding along the North boundary of the land of Linda L. Kenney, the deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2783, Folio 641,

2) South 59 degrees 19 minutes 36 seconds West 199.85 feet, and

3) South 53 degrees 54 minutes 41 seconds East 27.09 feet to a point; thence running with and binding along the boundary of the land of Charles W. Bond, the deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2057, Folio 527 and Liber 2809, Folio 265,

4) South 89 degrees 26 minutes 16 seconds West 967.33 feet to a point; thence running with and binding along the boundary of the land of Howard L. Bipp, the deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3058, Folio 859,

Description of Chandler Point at Water Oak Forest
September 21, 1987

5) North 10 degrees 34 minutes 44 seconds West 655.51 feet to the boundary of Water Oak Forest, Section One, Plat One recorded among the Plat Records in Plat Book 93, Page 38; thence running with and binding thereon,

6) South 74 degrees 27 minutes 42 seconds East 127.74 feet,

7) North 38 degrees 46 minutes 41 seconds East 477.99 feet, and

8) South 71 degrees 05 minutes 10 seconds East 288.30 feet to the aforesaid Morgan land; thence running with and binding thereon,

9) South 71 degrees 05 minutes 10 seconds East 728.81 feet to the point of beginning.

Containing in all 22.98 acres of land, more or less.

Containing in all 88.94 acres of land, more or less.

BEING the same real property known as "Chandler Point at Water Oak Forest" as described on plats recorded in the Plat Records of Anne Arundel County in Plat Book 107, pages 39, 40, 41, 42 and 43.

EXHIBIT A-1

Property Description
The Additional Lots

Lots No. 4, 5 and 6, as shown on the plat entitled "Water Oak Forest, Section One, Plat One", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 38.

BOOK 519 PAGE 13

270264

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)

Arundel Housing Components, Inc.
1) 1200 E. Patapsco Avenue
Baltimore, Maryland 21225
2) 6740 Baymeadow Drive
Glen Burnie, Maryland 21061

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

Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Marayland 21201

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:

Machinery & Equipment consisting of one Clark Forklift Model C500Y100, S/N 0051-6397, plus attachments and accessories thereto, one 1988 International Model 1954 20' Van, S/N JH539365, and one 1988 International Model F8300 Tractor, S/N JH528548. Equipment Consideration: $19,000. Vehicle consideration: $63,000. Total consideration: $82,000. Taxes have been paid to Baltimore City with the filing of a financing statement.

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

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

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

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

Filed with: Anne Arundel County

Arundel Housing Components, Inc.

By: [signature] Signature(s) of Debtor(s)

George M. French, Sr., President

Equitable Bank, N.A.

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

Jack R. Freeman, Vice President

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-1.

1150

519 ... 157

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258825

RECORDED IN LIBER EAC 490 FOLIO 460 ON 10-10-85 (DATE)

1. DEBTOR

Name Homer & Janet Willis

Address 1800 Simms Lane, Hanover, MD 21076

2. SECURED PARTY

Name Second National Federal Savings Bank

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

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

Second National Federal Savings Bank

Dated

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Vice President

10

5118 2
anne arundel

BOOK 519 PAGE 103

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Co... Code: A/C #04775

No. of Additional Sheets Presented:

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

Gnau Construction Co., Inc.
2930 Springlake Drive
Davidsonville, MD 21035

2. Secured Party(ies) (Name(s) and Address(es))

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 264538 504 516 Filed with Anne Arundel Co. Date Filed: 10/28/86
(b) If the original Financing Statement has previously been continued, list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103(5) mark this block ☐

For Filing Officer

4. ☐ Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.

5. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. ☐ Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.

7. ☐ Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.

8. ☐ Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9.

One (1) Caterpillar Model 2353 Excavator,
S/N 7WC00421

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, MD 21061

10. Signatures:

Alban Tractor Co., Inc.

By _____ Debtor(s) (necessary only if item 7 is applicable)

By _____ Secured Party(ies) Mark Welsh

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

270286

FINANCING (CHATTEL) RECORDS

519 169

ANNE ARUNDEL COUNTY MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is

$1,245,000.00

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: MID-ATLANTIC CARS, INC
H.H.S. ASSOCIATES, INC.
BROWN'S MARYLAND MOTORS, INC., t/a
BROWN'S TOYOTA CITY

Address: 10287 Lee Highway
Fairfax, Virginia 22031

2. Secured Party: SOVRAN BANK/MARYLAND

Address: 6610 Rockledge Drive
Bethesda, Maryland 20817

RECORD FEE 16.00
POSTAGE .50

3. Trustee: DONALD S. GARDINER
MARTHA A. NEUMEYER

Address: 6610 Rockledge Drive
Bethesda, Maryland 20817

10/22/87

4. This Financing Statement covers

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises 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, 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 permits 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 earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

16 A/P

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, if any:

Debtor: Secured Party:

MID-ATLANTIC CARS, INC.

By: _____

H.H.S. ASSOCIATES, INC.

By: _____

BROWN'S MARYLAND MOTORS, INC.,
T/A BROWN'S TOYOTA CITY

By: _____

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

Templar
engineering inc.
SOUTHGATE CROSSING COURT • BOWIE, MARYLAND 21204
301 823 3567

Revised Legal Description for 7165 Ritchie Highway

Beginning for the same at a point formed by the intersection of the southeast side of Ritchie Highway, 150 feet wide, and the southwest side of Marie Avenue, 40 feet wide, and running thence, from said beginning point so fixed, binding on the southeast side of Ritchie Highway, S 32° 05' W, 194 feet, and running thence, S 57° 55' E, 600 feet, and running thence, N 32° 05' E, 194 feet to the aforementioned southwest side of Marie Avenue, and running thence, binding on the southwest side of Marie Avenue, N 57° 55' W, 600 feet to the place of beginning.

Containing 2.672 acres of land more or less.

All courses and distances are as referred to on a plat entitled "Subdivision of Clauss Property" recorded among the Land Records of Anne Arundel County in Plat Book 19, Folio 45.

7167 Ritchie Highway

Being all that tract, lot or parcel of ground shown as Lot No. 1 on a plat entitled "Subdivision of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9" Plat No. 6, now recorded in Plat Book 19, Folio 45, which plat was prepared in September, 1946 by Thomas W. Shives, Registered Engineer and Surveyor.

Exhibit A

519 172 270231

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)
Professional Service Industries, Inc.
1000 Jorie Boulevard
Suite 34
Oakbrook, Illinois 60521

2. Secured Party(ies) and address(es)
Swiss Bank Corporation, New York Branch, as Depositary
4 World Trade Center
New York, New York 10048

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

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

See Exhibit A attached hereto and made a part hereof.

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

Total amount of indebtedness for MD $300,000.00
506 Barkwood Ct Linthicum, MD 21090

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

Filed with
Independent City, Maryland

Check [X] if covered: [X] Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented 5

Professional Service Industries, Inc.
By [signature] Vice Pres.
Signature(s) of Debtor(s) Title

Swiss Bank Corporation, New York Branch, as Depositary
By [signature] Asst Treasurer
Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.

EXHIBIT A

All property and assets of any kind, real, personal, tangible, intangible or mixed, wherever located, whether the location is owned or controlled by the Debtor or by a third party, and whether now owned or hereafter acquired by Debtor, including, without limitation:

(a) all equipment, machinery, vehicles, fixtures, goods and furniture ("Property"),

(b) all chattel paper, documents, drafts, checks, acceptances, notes, securities, insurance policies, deposits and writings evidencing a monetary obligation or, to the extent permitted therein, a security interest in or a lease of or a leasehold interest in real or personal property,

(c) all intangibles, contracts and contract rights (including, without limitation, all direct or indirect rights of the Debtor to refund of any income or other taxes or other fees, assessments, payments in lieu of taxes or similar payments from any government, governmental entity, quasi-governmental entity or any political subdivision of any of the foregoing, and any foreign exchange currency contracts), choses in action, general intangibles (as defined in the Uniform Commercial Code as in effect in the State of New York),

(d) any documents of title or other documents or receipts that evidence the right of the Person in possession thereof to receive, hold or dispose of any of the Collateral,

(e) all accounts, accounts receivable, contract rights, general intangibles related to or arising from any account, notes, documents, chattel paper, instruments, acceptances, drafts or other forms of obligations and receivables arising from the sale or lease of inventory or rendition of services in the ordinary course of business or otherwise (all of the foregoing being herein collectively called "Receivables"); together with all goods, inventory and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory and merchandise are located, and all proceeds therefrom including without

limitation, proceeds of insurance thereon and all guaranties, securities, and liens for the payment of any Receivable, including without limitation, all rights of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan, or otherwise,

(f) all books, records, customer lists, supplier lists, ledgers, evidences of shipping, invoices, purchase orders, sales orders and all other evidences of business records, including all cabinets, drawers, etc. that may hold the same; computer records, lists, software, programs, wherever located; all whether now existing or hereafter arising or acquired (collectively herein called the "Records"),

(g) inventory, including without limitation (collectively herein called the "Inventory"): (i) all goods manufactured or acquired for sale or lease, and any piecegoods, raw materials, work in process and finished merchandise, findings, or component materials, and all supplies, goods, incidents, office supplies, packaging materials, and any and all items including machinery and equipment used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion and shipment thereof; (ii) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession the Debtor or is held by the Debtor or by others for Receivables, including without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (iii) all inventory which may be located on premises of the Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties; and (iv) all general intangibles relating to or arising out of inventory; and (v) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins,

(h) all patents, copyrights, tradenames, trademarks, application therefor, and licenses to any patent, copyright, trademarks, or tradenames,

(i) all other collateral in which the Debtor may hereafter grant to the Depositary a security interest or, and

(j) all renewals, substitutions, replacements, additions, accessions, proceeds (including, without limitation, insurance proceeds), collections and products of any and all of the foregoing;

provided that Collateral shall not include (i) assets which are subject to those liens described on Schedule I hereto, except that any such lien in favor of First Wisconsin National Bank of Milwaukee shall be included in the Collateral, or (ii) any shares of common stock of Principal Subsidiaries; but provided further that Collateral shall include all direct or indirect proceeds (including without limitation insurance proceeds) and collections of or with respect to any assets excluded from Collateral as provided above.

As used herein:

"Person" means an individual, a corporation, a partnership, an association, a business trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

SCHEDULE I

PROFESSIONAL SERVICE INDUSTRIES INC.
SCHEDULE OF NOTES PAYABLE
SEPTEMBER, 1987

DEBTOR	PRINCIPAL BALANCE	DESCRIPTION OF SECURITY
First Wisconsin National Bank Milwaukee, Wisconsin	$ 2,750,000	Accounts Receivable
Interfirst Bank of Austin Austin, Texas	9,155	First Mortgage on Land and Building located in Austin Texas
Texas Commerce Medical Bank Houston, Texas	861,111	First Mortgage on Land and Buildings in various Counties in Texas
Paul and Raymond Flood Hillside, Illinois	531,296	First Mortgage on Land and Building in Hillside, Illinois
Anchor Savings Bank Atlanta, Georgia Georgia	17,513	First Mortgage on Land and Building in Marietta,
J.I. Case Credit Corporation	15,807	Three Case Tractors
Commercial Federal Savings & Loan Omaha, Nebraska	26,287	First Mortgage on Land and Buildings in Omaha, Nebraska
United Carolina Bank Charlotte, North Carolina	2,893	Office Equipment
Ahmad Elrefai Fairfax, Virginia	43,012	Stock of Washington Testing, Inc.
Union Planters National Bank Memphis, Tennessee	9,683	First Mortgage on Land and Building in Memphis, Tennessee

Various former stockholders of National Foundation Services	320,777	Stock of National Foundation Services, Inc.
Pittsburgh National Bank Pittsburgh, Pennsylvania	200,533	IDB-First Mortgage on Land and Building located in Philadelphia, Pennsylvania
Pittsburgh National Bank Pittsburgh, Pennsylvania	528,079	IDB-First Mortgage on Land and Building located in Pittsburgh, Pennsylvania
Pittsburgh National Bank Pittsburgh, Pennsylvania	208,013	IDB-Chattel Mortgage on Equipment located in Birmingham, Alabama
Mellon Bank Pittsburgh, Pennsylvania	305,760	IDB-First Mortgage on Land and Building located in Atlanta, Georgia
Mellon Bank Pittsburgh, Pennsylvania	259,361	IDB-First Mortgage on Land and Building located in Detroit, Michigan
Swiss Bank Corporation New York, New York	7,700,000	Guarantee of Inspectorate International, LTD.

\\sss\32\05\16

Mail to Swiss Bank

270202

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of $770,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed And Deed Of Trust.

RECORD FEE 21.00
POSTAGE .50
#073080 C23T R02 11:07
10/23/87
JA

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: GLEN BURNIE REALTY, INC.
7146 Ritchie Highway
Glen Burnie, Maryland 21225

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard St., 1st Floor
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 (exclusive of any inventory held for sale or resale by the Debtor), 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 (hereafter, the "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 owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the 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 or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, 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, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in 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, 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 all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

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 Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a 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 Real Property. Exhibit A attached hereto consists of one page.

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.

WITNESS/ATTEST:

Julie I. Espada

DEBTOR:

GLEN BURNIE REALTY, INC.,
A Maryland Corporation

By: Guido Doria (SEAL)
Guido Doria, President

Date: October 15th, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6660

6660.FS1

EXHIBIT A

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

BEGINNING FOR THE SAME and being known and designated as Lots Nos. 5079, 5080 and 5081 as laid out on Plat No. 50 of the lands of Curtis Creek Mining, Furnace and Manufacturing Company, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book F.S.R. No. 1, folio 61, now recorded in Plat Book No. 6, folio 19. The improvements thereon being now or formerly known as 7146 Ritchie Highway.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto was granted and conveyed by Charles G. Dewald and Palmina Dewald, his wife, to Glen Burnie Realty, Inc., in fee simple.

6660 EXA

Mail to Balto Fed.

519 193 270203

To Be Recorded 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 $770,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed And Deed Of Trust.

RECORD FEE 17.00
POSTAGE .50
#071390 CXIT RO2 12:07
10/22/87

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: GLEN BURNIE REALTY, INC.
7146 Ritchie Highway
Glen Burnie, Maryland 21225

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street, 1st Floor
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

contracts with customers, deposits and prepayments;

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;

(iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

(v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights,

customer lists, yellow page listings, telephone numbers, trade names;

(ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) General Intangibles in the form of goodwill; and

(xii) 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.

WITNESS/ATTEST:

Julie I Lapides

DEBTOR:

GLEN BURNIE REALTY, INC.,
A Maryland Corporation

By: Guido Doria (SEAL)
Guido Doria, President

Date: October 15th, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6660

6660.FS2

519 197 279294

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of $250,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed And Second Deed Of Trust.

RECORD FEE 21.00
POSTAGE .50
#073020 C237 R02 T10:09
10/22/87

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: GLEN BURNIE REALTY, INC.
7146 Ritchie Highway
Glen Burnie, Maryland 21225

2. SECURED PARTY: CHARLES G. DeWALD
PALMINA DeWALD
2413 Chesterfield Avenue
Baltimore, Maryland 21213

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 (exclusive of any inventory held for sale or resale by the Debtor), 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 (hereafter, the "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 owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the 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 or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, 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, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Second 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, 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 all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

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.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Second 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 Real Property. Exhibit A attached hereto consists of one page.

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.

WITNESS/ATTEST:

DEBTOR:

GLEN BURNIE REALTY, INC.,
A Maryland Corporation

By: _____ (SEAL)
Guido Doria, President

Date: October 14th, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6660

6660.1FS

EXHIBIT A

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

BEGINNING FOR THE SAME and being known and designated as Lots Nos. 5079, 5080 and 5081 as laid out on Plat No. 50 of the lands of Curtis Creek Mining, Furnace and Manufacturing Company, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book F.S.R. No. 1, folio 61, now recorded in Plat Book No. 6, folio 19. The improvements thereon being now or formerly known as 7146 Ritchie Highway.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto was granted and conveyed by Charles G. Dewald and Palmina Dewald, his wife, to Glen Burnie Realty, Inc., in fee simple.

270295

To Be Recorded 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 $250,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed And Second Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: GLEN BURNIE REALTY, INC.
7146 Ritchie Highway
Glen Burnie, Maryland 21225

2. SECURED PARTY: CHARLES G. DeWALD
PALMINA DeWALD
2413 Chesterfield Avenue
Baltimore, Maryland 21213

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;

(iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

(v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) General Intangibles in the form of goodwill; and

(xii) 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.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

WITNESS/ATTEST:

Julie I Lapides

DEBTOR:

GLEN BURNIE REALTY, INC.,
A Maryland Corporation

By: Guido Doria (SEAL)
Guido Doria, President

Date: October 15th, 1987

510 [illegible]

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6660

6660.2FS

519 196

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

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

AMENDMENT TO
FINANCING STATEMENT

1. Debtor(s):
WAN SUN SUR, individually and t/a ACE SECURITY GROUP and EUN SOO SUR
Name or Names—Print or Type
1203 Lorene Court, Pasadena, Maryland 21122 and
Address—Street No., City - County State Zip Code
901 South Russell Street, Baltimore, Maryland 21230
ACE SECURITY GROUP
Name or Names—Print or Type
901 South Russell Street, Baltimore, Maryland 21230
Address—Street No., City - County State Zip Code

2. Secured Party:
TONGUE, BROOKS & COMPANY, INC.
Name or Names—Print or Type
213 St. Paul Place, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). In addition to all of those items described in the prior Financing Statement een the parties, the following is also secured (and was meant to be secured and is intended to ecured by the prior recorded Financing Statement): All commissions, overrides, proceeds, monies, property due of any kind whatsoever from Aetna Life Insurance Company, Aetna Life Insurance and ity Company, The Aetna Casualty & Surety Company, and by New England Financial Group and The New and (Insurance Company) and any of its affiliates.

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):

Wansun Sur
(Signature of Debtor)
WAN SUN SUR, Individually and trading as
ACE SECURITY GROUP
Type or Print

Eunsoo Sur
(Signature of Debtor)
EUN SOO SUR
Type or Print

SECURED PARTY:

TONGUE, BROOKS & COMPANY, INC.
(Company, if applicable)
T. Warren Hardy Treasurer
(Signature of Secured Party)
T. WARREN HARDY, Agent for Secured Party
Type or Print (Include title if Company)

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

Name and Address ALAN P. ZUKERBERG, ESQ., 213 St. Paul Place, 5th Floor, Baltimore, MD 21202

Lucas Bros. Form F-1

13.50

FINANCING STATEMENT

BOOK 519 PAGE 197

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 $ 20,000.00 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 County

5. Debtor(s) Name(s)

H. G. Host & Sons

Address(es)

1517 Ritchie Hwy., Suite 208
Arnold, Md, 21012

701 Pittman Road, Anne Arundel Co.
Baltimore, Md.

6. Secured Party
First Federal Savings & Loan Association of Annapolis

Address 1832 George Ave.
Annapolis, Md. 21401

Attention: C. A. Partridge
(Type name & Title)

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

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

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

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

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

☐ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and 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 H. G. Host & Sons

By: _____ (Seal)
Owen M. Taylor, Gen. Partner

By: _____ (Seal)
Joseph H. Graves, Gen. Partner

By: _____ (Seal)
Roger J. Weaverling, Gen. Partner

_____ (Seal)

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)

FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

ANNAPOLIS AREA 268-6100 BALTIMORE AREA 841-6700 WASHINGTON AREA 261-8600

January 17, 1986

Schedule A

Debtor: H. G. Host & Sons
1517 Ritchie Highway
Suite 208
Arnold, MD 21012

Secured
Party: First Federal Savings & Loan Association of Annapolis
1832 George Ave.
Annapolis,MD 21401

Collateral: 1973 Mack Truck
Serial #DM685SX13417

175 Loader
Serial #L175BF10021

Case Front End Loader
Serial #8164221

Thomas Bobcat 1200 Loader
Serial #23177

International Backhoe
Serial #D896

519 199

CIT CORPORATION

Maryland Financing Statement

All information must be typewritten or printed in ink.

File No. 270298

(Not to Be) (To Be) Recorded in the Land Records.*
strike inapplicable words

Debtor(s) Name(s) and Address(es)	Secured Party Name and Address
Heritage Mailing, Inc. 7525 Connelly Drive Hanover, Anne Arundel, MD 21076	The CIT Group/Equipment Financing, Inc. 1301 York road Lutherville, MD 21093
Assignee of Secured Party C I T Corporation	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:
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

One (1) Kirk Rudy Model 211E Labeling Head Electronic s/n 687-2387
One (1) Kirk Rudy Model 215 Labeling Base s/n 215-687-2087
One (1) Kirk Rudy Model 217-1 12ft Conveyor s/n

RECD FEE 11.00
POSTAGE .50
B 5094 FOLIO 113416
10/22/97

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

519 199

CIT CORPORATION

Maryland Financing Statement

All information must be typewritten or printed in ink.

File No. 270238

(Not to Be) (To Be) Recorded in the Land Records.*
strike inapplicable words

Debtor(s) Name(s) and Address(es)	Secured Party Name and Address
Heritage Mailing, Inc. 7525 Connelly Drive Hanover, Anne Arundel, MD 21076	The CIT Group/Equipment Financing, Inc. 1301 York road Lutherville, MD 21093
~~Address of Secured Party~~ C.I.T. Corporation	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:
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

One (1) Kirk Rudy Model 211E Labeling Head Electronic s/n 687-2387
One (1) Kirk Rudy Model 215 Labeling Base s/n 215-687-2087
One (1) Kirk Rudy Model 217-1 12ft Conveyor s/n

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) Heritage Mailing, Inc.

By _____ (Seal) Title _____

If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.

Type or print name(s) of person(s) signing

Secured Party The CIT Group/ Equipment Financing, Inc.

By S. V. Bailey

Type or print name of person signing

5 SA 989D

11.50

PART 2 - COURT CLERK

STATE OF MARYLAND

Anne Arundel County

BOOK 519 PAGE 200

#6194

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259591

RECORDED IN LIBER 492 FOLIO Page 423 ON 12-13-85 (DATE)

270209

1. DEBTOR

Name DeSilva, Peter DBA Viking Boat Supplies

Address 320 Sixth Street, Annapolis, MD 21403

2. SECURED PARTY

Name American Honda Finance Corporation

Address P.O. Box 160, Gardena, CA 90247

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

RECORD FEE 10.00

10/22/87

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: X (Indicate whether amendment, termination, etc.) TERMINATION

Dated 10-15-87

American Honda Finance Corporation

(Signature of Secured Party)

R. Nakamura, VP & Gen Mgr.

Type or Print Above Name on Above Line

10

BOOK 519 PAGE 201

270300

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax. Principal Amount is $ 15,000.00

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

DEBTOR

Gable signs and Graphics, Inc.
(Name)

7948 Fort Smallwood Road
(Address)

Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn Nicholas P. Lambrow
(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)

Gerber Scanner Model #P28074A Serial #120274

S/750 30" Plotter Model #P17506A Serial #11602

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)

_____ (Seal)

x _____ (Seal)
(Signature)

Paul P. Gable, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

_____ (Seal)

_____ (Seal)
(Signature)

_____
(Print or Type Name)

11
105.00
.50

BS-0850A-8406

BOOK 519 PAGE 202

270301

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1 Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____	If this statement is to be recorded in the land records, check here [ ]

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

1. DEBTOR
   Name Paul L. Dove
   Address 593 W. Bay Front Rd., Lothian, Md. 20711

2. SECURED PARTY
   Name Southern Maryland PRODUCTION CREDIT ASSOCIATION
   Address 15207 Marlboro Pike, Upper Marlboro, Md. 20772

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

RECORDING FEE 11.00
.50
10/22/87

CHECK [X] THE LINES WHICH APPLY

3. This financing statement covers the following types (or items) of property.
   [ ] CROPS [ ] FARM PRODUCTS [ ] INVENTORY
   [X] FARM MACHINERY AND EQUIPMENT
   [ ] OTHER COLLATERAL (give type)
   [X] After-acquired property of above types; products and proceeds of collateral.
   [X] ALL stock or rights to stock of the Debtor in the Secured Party.

4. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
   [ ] (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 below).

   Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is _____.

Paul L. Dove
(Signature of Debtor)

Paul L. Dove
Type or Print Above Signature on This Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on This Line

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION

By: Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook
Type or Print Above Signature on This Line

Rev. 12/85 A-2509

11.50

Purchase Money

BOOK 519 PAGE 203

270302

FINANCING STATEMENT

☐ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $ 22,500.00

1. Name of Debtor(s) Address: Steve Bloom T/A American Fence Co.
826 Oak Grove Circle
Severna Park, Md. 21146

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

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

1-(DD 1616) D.D. Boring Unit
1-Industrial Loader
1- Quick Attach Duals
1-High Low Lock up
1-4" Core Drill Kit
1-Easy Load Trailer
1-9" Auger
1-6" Auger
1-12" Auger

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Steve Bloom T/A American Fence Co.

Steve Bloom
Steve Bloom

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey L. Armiger
Jeffrey L. Armiger District Manager
(Type Name and Title)

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

Under penalty of perjury, we hereby certify that recordation tax in the amount of $78.75 was paid in the office of State of Maryland.

045 580 / 2 Rev 5-79

12.50

FINANCING STATEMENT

BOOK 519 PAGE 204

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

1. Name of Debtor(s) Richard D. Suller
Address Joni L. Suller
1245 Holmewood Drive
Pasadena, MD. 21122

270303

2. Name of Secured Party FIRST AMERICAN BANK OF MARYLAND
Address Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

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

1 1985 Kubota with Backhoe and Bucket
Model B7100DT Serial #66402

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s):

.....
Richard D. Suller
.....
Joni L. Suller
.....

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
Denise Sutton--Branch Manager
(Type Name and Title)

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

12.00

045-580/3 Rev. 5/86

FINANCING STATEMENT BOOK 519 PAGE 205

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

1. Name of Debtor(s) Address: Blocker & Blocker, Ltd.
Patuxent Shopping Center
2205 D. Defense Hwy.
Crofton, MD. 21114

270304

2. Name of Secured Party Address: FIRST AMERICAN BANK OF MARYLAND
Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

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

(1) S.F. 7750 Copier (Sharp)

(1) Sharp SF-466 Semi Automatic Feeder

(1) Sharp 413 10-bin sorter

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Blocker & Blocker, Ltd.

X .....
Hugh D. Blocker, Jr.
.....
.....
.....

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
Mark E. Ryder - Branch Officer
(Type Name and Title)

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

11.00

045-580/3 Rev. 5/86

Purchase Money

BOOK 519 PAGE 206

270305

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $14,000.00

1. Name of Debtor(s): JASON'S PIANO AND ORGAN COMPANY OF MARYLAND, INC.
Address: Severna Park Mall
Severna Park, Md. 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Packard Bell Network System Serial no. 06519042
See attached Schedule A

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Vice President
Steven L. Cohen, Vice-President

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

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: Jeffrey S. Armiger, District Manager
(Type Name and Title)

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

045-580/1 Rev. 12/78

11.00
9.00

SCHEDULE A

ITEM	SERIAL NO.
Packard Bell Network System	06519042
Imagine I XT Turbo Computer	625569
Imagine I XT Turbo Computer	8610603
Imagine I XT Turbo Computer	51971405
Star NT 24-15 Printer	
Star DB 24-10 Printer	
Cassette 40MB Tape Backup	
Packard Bell Monitor	70454548
Packard Bell Monitor	70447509
Packard Bell Monitor	70454839
Imagine I XT Turbo Computer	

SOVRAN BANK N.A.

Financing Statement

BOOK 519 PAGE 208 270306

PRINT OR TYPE ALL INFORMATION

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

☐ STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

X LOCAL (CLERK OF Anne Arundel)
P. O. Box 71
Annapolis, MD 21404
Attn: Recording Dept.

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Richard W. Shockey, Jr.
15824 Dorset Road
Laurel, MD 20707

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

(X) ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OF COLLATERAL

( ) TERMINATION

RECORD FEE 11.00
PAGE .50
#12500 0777 09/ T14:03
10/22/87

Name & address of Secured Party
Sovran Bank, N.A.
P. O. Box 231 (King & Market Sts.)
Leesburg, VA 22075
ATTENTION: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered ☑
Products of collateral are covered ☑

Description of collateral covered by original financing statement
Chestnut filly (yearling) out of Miswaki foaled 2/25/86; Broodmare Bannockburn (1978) and resulting foal from Sport-in-Life; filly (weanling) out of Spectacular Bid (dam Bannockburn)

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

Describe Real Estate if applicable:

Richard W. Shockey, Jr.
Signature of Debtor if applicable (Date)
By: R. W. Shockey Jr. 11/10

Sovran Bank, N.A.
Signature of Secured Party if applicable (Date)
By: [illegible] 10/21/87

24-0113 (4/84) Universal

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

BOOK 519 PAGE 209

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270307

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 $ 20,000.00

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

This financing statement Dated August 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 DEBTOR

Name James Robert Kirby T/A Equipment Repair Services

Address 39 Craig Road Jessup, Md. 20794

2 SECURED PARTY

Name John Hanson Savings Bank, FSB

Address 11700 Beltsville Dr. Beltsville, Md. 20705

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)

1987 Ford F-350 Truck Serial #1FDKF3713HNB21672
with Auto Crane attachment, Model 5004 (10-16') Boom

RECORD FEE 12.00
RECORD TAX 140.00
MICROFILM .50
RECEIVED FROM 12400
08/27/87

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)

James R Kirby
(Signature of Debtor)

James Robert Kirby t/a Equipment Repair Services
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Terry M. Klima, Vice President
Type or Print Above Name on Above Line

15 140 .50

519-210

not used

10-22-87

Butler Leasing Company

BOOK 519 PAGE 211 270309

FINANCING STATEMENT (FORM UCC-1)

Identifying File No._____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):
TELESPECTRUM, INC.

406 HEADQUARTERS DR.
MILLERSVILLE, MD. 21108

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

2 SERIES 60 PHEONIX DESIGN WORKSTATIONS
2 SERIES 10 WORKSTATIONS
2 SERIES 20 WORKSTATIONS WITH SERIES 110 RETURN
2 SERIES 20 WORKSTATIONS
2 36 INCH PANELS
1 SERIES 20 WORKSTATION WITH 48 INCH PANEL
15 PM502 TASK LIGHTS

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
TELESPECTRUM, INC.

BY: Karen E. Schweitzer
KAREN E. SCHWEITZER, PRESIDENT
PRINT NAME & TITLE

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Deborah K. Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

July 30, 1987:4528 D-06-2 (3/87)

BOOK 519 PAGE 212

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254038

RECORDED IN LIBER 478 FOLIO 224 ON 9/28/84 (DATE)

1. DEBTOR

Name Edwin V. Harrington Jr.

Address 1035 Indian Landing Rd. Millersville, MD 21108

2. SECURED PARTY

Name J I Case Credit Corp.

Address 290 Elwood Davis RD. Liverpool, NY 13088

5790 Widewaters Pkwy. Dewitt, NY 13214

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☒ (Indicate whether amendment, termination, etc.) Termination
Anne Arundel 2157	

RECORD FEE 10.00
MICROFILM .50
#129580 CTT ROL T14:15
10/22/97

Dated October 16, 1987

J I Case Credit Corp.
(Signature of Secured Party)

Fin. mgr.
Type or Print Above Name on Above Line

15.50

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

Butler Leasing Company

BOOK 519 PAGE 213

FINANCING STATEMENT (FORM UCC-1)

270310

Identifying File No._____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):
STEELE & FAUST, P.A. T/A
SPORTS MEDICINE CENTER
104 FORBES ST.
ANNAPOLIS, MD. 21401

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

1 INTER-TEL 1224 ESP TELEPHONE SYSTEM INCLUDING:
1 1224 KSU 2 COU LINE CARD
16 12 BUTTON NON DISPLAY TELEPHONES
3 STATION A CARDS 1 A.C. LINE SURGE PROTECTOR

1 12 BUTTON DISPLAY TELEPHONE
1 DSS/BLF CONSOLE 9 LIGHTNING PROTECTORS
1 REMOTE DIAGNOSTICS 1 BATTERY BACK UP

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
STEELE & FAUST, P.A. T/A
SPORTS MEDICINE CENTER

BY: [signature]
Marshall K. Steele President
PRINT NAME & TITLE

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

September 17, 1987:4887 D-06-2 (3/87)

TERMINATION STATEMENT

BOOK 519 PAGE 214

Name and Address of Debtor:

FARR INTERNATIONAL, INC.
326 First Street
Suite 24
Annapolis, Maryland 21403

Name and Address of Secured Party:

BRUCE K. FARR
121 Eastern Avenue
Annapolis, Maryland 21403

I no longer claim a security interest under the Financing Statement, identified by the file number 269241 Book 519 Page 418

BRUCE K. FARR

STATE OF Maryland

COUNTY OF Anne Arundel, to-wit:

I, Lee Anne Zales, a Notary Public in and for the State and County aforesaid, hereby certify that BRUCE K. FARR, whose name is subscribed to the foregoing Termination Statement has acknowledged the same before me this 21st day of October, 1987.

LEE ANNE ZALES
NOTARY PUBLIC
ANNE ARUNDEL CO.

Notary Public

My Commission Expires: 1 July 1990

BOOK 519 PAGE 215

TERMINATION STATEMENT

Date of Original Financing Statement April 16, 1985

Identifying Number of Original Financing Statement 256152
Liber 484, folio 61

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

1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)	For filing Officer (Date, Time Number)
EAGLE DEVELOPMENT CORPORATION WILLIAM J. WROTEN, Individually JEAN LOUISE WROTEN, Individuall	Post Office Box 1304 Glen Burnie, Maryland 21061	
3. & 4. Secured Party(ies) and Complete Address(es)	**5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)**	
GIBRALTAR BUILDING AND LOAN ASSN., inc. 107 Ridgely Avenue Annapolis, Maryland 21401		

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to COUNTY TITLE AGENCY, INC.
9 Crain Hwy., N.E.
P.O. Box 356
GLEN BURNIE, MD 21061.

Date of Statement of Termination of Financing

March 16, 1987

Signature of Secured Party(ies) or Assignee(s):

GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.

By: Lawrence B. Goldstein (SEAL)
Lawrence B. Goldstein, President

10

BOOK 519 PAGE 216

270312

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Richard Smith Jr. DBA Construction Services
365 Beagle Drive
Glen Burnie, Md. 21061

(In Anne Arundel County)

2. Secured Party(ies) Address(es) And Name(s):

John C. Louis Co. Inc.
1805 Cherry Hill Road
Baltimore, Md. 21230

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 Melroe Bobcat 743 S/N 34230 w/60" Bucket
1 Melroe Backhoe 909 S/N 3944 w/24" Bucket
1 Jack Trailer 6L19 S/N P-3502

This Transaction is not subject to recordation tax.

DEBT EXCEEDS $200.00
☒ Proceeds of the collateral are also covered.
Filed with: ☐ Sec. of State _____ ☐ Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

Construction Services

By Richard Smith Jr.
Richard Smith Jr. Debtor(s) [or Assignor(2)]

John C. Louis Co. Inc.

By W. S. Davison
W.S. Davison Secured Party(ies) [or Assignee(s)] President

(3) Filing Officer Copy — Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Mail to John C. Louis

270313

BOOK 519 PAGE 217

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)
Lilly Brothers Yacht Yard, Inc.
dba Lilly Sport Boats
2830 Solomons Island Road
Edgewater, MD 21037

2. Secured Party(ies) and address(es)
BOMBARDIER CREDIT, INC.
East Main Street Road
Malone, New York 12953

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 of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by Citation Boats, Inc.,

the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the Debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

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

JA

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

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

Filed with: Anne Arundel County Clerk of Circuit Court NOT SUBJECT TO RECORDATION TAX

Lilly Brothers Yacht Yard, Inc. dba
Lilly Sport Boats
Arthur Lilly, Pres.

By: Arthur Lilly
Signature(s) of Debtor(s)

Bombardier Credit, Inc.

By: Charlotte Tanner
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 519 PAGE 218

270314

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)

Bay Yacht Agency, Inc.
326 First Street
Annapolis, MD 21403

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

BOMBARDIER CREDIT, INC.
East Main Street Road
Malone, New York 12953

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 of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by

Catalina Yachts, Inc.,

the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the Debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction there with and all proceeds and products thereof, and documents relating thereto.

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

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

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

Filed with: Anne Arundel County Clerk of Circuit Court

NOT SUBJECT TO RECORDATION TAX

Bay Yacht Agency, Inc.
Eric Smith, Pres. by Bombardier Credit, Inc. by

Bombardier Credit, Inc.

By: Eric Smith by Charlotte Lupo POA
Signature(s) of Debtor(s)

By: Charlotte Lupo
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1

BOOK 519 PAGE 219

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: A/C #04775

No. of Additional Sheets Presented

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

Gnau Construction Co.
2930 Springlake Drive
Davidsonville, MD 21035

2. Secured Party(ies) Name(s) And Address(es)

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 264024 503 345
Filed with Anne Arundel Co. Date Filed 10/1/86
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed 19
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (9) mark this block ☐

For Filing Officer

4. ☐ Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.

5. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing the number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. XX Assignment. The secured party's rights under the financing statement bearing the number shown above in the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.

7. ☐ Amendment. Financing statement bearing the number shown above is amended as set forth in Item 9.

8. ☐ Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9.

One (1) Caterpillar Model 963LGP Track Loader
S/N 48Z00213

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, MD 21061

10. Signatures:

By _____
Debtor(s) (necessary only if Item 7 is applicable)

Alban Tractor Co., Inc.
By _____ Mark Welsh
Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above

UCC-3

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 519 PAGE 220

DATE: October 21, 1987

( ) Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of $ 105.00 ($15,000.00)

270315

NAME OF DEBTOR (S): WE "ONE", Inc.
T/A Fantistic Sam's

ADDRESS: 252 Keith Court
Millersville, MD 21108

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

DEBTOR(S):

WE "ONE", Inc.
T/A Fantistic Sam's
(Company Name)

BY: Anita Galvin
Anita Galvin, Vice President

BY: Patricia Hoffman
Patricia Hoffman, President

BY:

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: P. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

18

105.50

BOOK 519 PAGE 221

270316

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)

Zimmerman, Richard C.
4867 Church Lane
Galesville, MD 20765

2 Secured Party(ies) and address(es)

IR SYNTHETIC CREDIT CORP.
c/o Integrated Resources, Inc.
666 Third Avenue
New York, New York 10017

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

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

Debtor's limited partnership interest in Synthetic Industries L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

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

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

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

IR SYNTHETIC CREDIT CORP.

By Richard C. Zimmerman
Signature(s) of Debtor(s) Title

By Dian Vallone Attorney in Fact
Signature(s) of Secured Party(ies) Title

(For Filing Officer Copy—Alphabetical) STANDARD FORM - FORM UCC-1. (For Use In Most States)

BOOK 519 PAGE 222

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270319

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 Marley Properties Corp.

Address 151 West 34th Street, New York, New York 10001

2. SECURED PARTY

Name Citicorp Real Estate, Inc.

Address c/o Thacher Proffitt & Wood

Two World Trade Center, New York, New York 10048

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 of Debtor's right, title and interest in all personal property, rents, profits, leases described Rider A attached hereto, located on real property described in Exhibit A attached hereto.

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
52 JAMES ST.
ALBANY, N.Y. 12206

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 A attached hereto.

Anne Arundel Co MD
(28) 06F 1247 7545

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

MARLEY PROPERTIES CORP.

Type or Print Above Name on Above Line

By: Herbert M. Hellman
Title: Vice President

(Signature of Debtor)

Herbert M. Hellman

Type or Print Above Signature on Above Line

MARLEY PROPERTIES CORP.

Hugh M. Kinsellagh

(Signature of Secured Party)

Hugh M. Kinsellagh

Type or Print Above Signature on Above Line

CITICORP REAL ESTATE, INC.

*RETURN
NATIONWIDE INFORMATION SERVICES
P.O. BOX 679
ALBANY, N.Y. 12201

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

EXHIBIT A

PARCEL I

Leasehold estate as to Parcel I, Subleasehold estate as to Parcel II, and interest to the appurtenant easements set forth in Parcel III, pursuant to Memorandum of Lease by and between TKL-EAST, a Michigan co-partnership, and Marley Properties Corp., a Maryland corporation, dated June 28, 1985 and recorded July 2, 1985 in Liber 3908 at folio 469 as to the leasehold and subleasehold estates in Parcels I and II respectively and pursuant to Construction Operation and Reciprocal Easement Agreement between TKL-EAST, Marley Properties Corp., and the May Department Stores Company, recorded in Liber 3908 at folio 257 and said Memorandum of Lease as to interest described as Parcel III including all memoranda, amendments, modifications and mesne assignments and assumptions, if any, into Marley Properties Corp., demising and leasing the following described premises:

BEGINNING as a point in the easterly side of the Anne Arundel County Linear Park, said point being North 56° 49' 09" East, 899.20 feet from the southeasterly corner of the property owned by Melvin J. Wengert, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2516 folio 143, thence with the line of the said park with meridian referred to as Maryland State Grid North, as surveyed by Dewberry & Davis;

(1) North 14° 26' 21" East, 595.76 feet, to a point; (2) thence leaving said Linear Park and running reversely with Parcel DA1, with a curve to the right having a radius of 297.55 feet on an arc of 243.80 feet subtended by a chord North 37° 54' 42" East, 237.04 feet, to a point; (3) thence, continuing with a curve to the right with a radius of 600.00 feet on an arc of 360.00 feet subtended by a chord North 78° 34' 23" East, 354.63 feet, to a point; (4) thence, with a curve to the left having a radius of 165.80 feet on an arc of 153.69 feet subtended by a chord North 69° 12' 23" East, 148.24 feet, to a point; (5) thence, North 42° 39' 04" East, 224.94 feet, to a point; (6) thence, with a curve to the right having a radius of 400.00 feet on an arc of 78.35 feet subtended by a chord, North 48° 15' 44" East, 77.22 feet, to a point; (7) thence, North 35° 13' 15" East, 21.20 feet, to a point on the westernmost side of Governor Ritchie Highway, which point is a corner in common with Parcel DA-1 and the Shopping Center Parcel; (8) thence, leaving Parcel DA-1 and running contiguous with said westernmost side and the Shopping Center Parcel, South 35° 24' 37" East, 42.00 feet, to the point of intersection of said westernmost side and the Developer Parcel; (9) thence, departing Governor Ritchie Highway and running through the Shopping Center Parcel, reversely with the Developer Parcel, South 54° 35' 23" West, 15.00 feet, to a point; (10) thence, with a curve to the left having a radius of

365.00 feet on an arc of 76.05 feet subtended by a chord, South 48° 37' 14" West, 75.92 feet, to a point; (11) thence, South 42° 39' 04" West, 365.56 feet, to a point; (12) thence, with a curve to the right having a radius of 276.53 feet, on an arc of 5.95 feet subtended by a chord South 67° 37' 46" East, 5.95 feet, to a point; (13) thence, South 67° 00' 48" East, 2.83 feet, to a point; (14) thence, with a curve to the right having a radius of 218.69 feet on an arc of 161.14 feet subtended by a chord, South 45° 54' 14" East, 157.52 feet, to a point; (15) thence, with a curve to the right having a radius of 415.50 feet on an arc of 141.65 feet subtended by a chord, South 15° 01' 42" East, 140.96 feet, to a point; (16) thence, with a curve to the left having a radius of 376.50 feet on an arc of 380.96 feet subtended by a chord, South 34° 14' 57" East, 364.92 feet, to a point; (17) thence, South 45° 00' 00" West, 142.44 feet, to a point; (18) thence North 45° 00' 00" West, 60.00 feet, to a point; (19) thence, South 45° 00' 00" West, 132.81 feet, to a point; (20) thence, North 25° 00' 00" West, 48.30 feet, to a point; (21) thence, South 45° 00' 00" West, 60.00 feet, to a point; (22) thence, South 77° 28' 16" West, 248.00 feet, to a point; (23) thence, North 75° 30' 00" West, 50.00 feet, to a point; (24) thence, South 14° 30' 00" West, 17.36 feet, to a point; (25) thence, North 75° 30' 00" West, 124.09 feet, to a point; (26) thence, South 14° 30' 00" West, 60.00 feet, to a point; (27) thence, North 75° 30' 00" West, 243.00 feet, to a point; (28) thence, South 14° 30' 00" West, 60.00 feet, to a point; (29) thence, North 75° 30' 00" West, 96.91 feet, to the point and place of beginning.

CONTAINING 14.4092 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated July 8, 1987, Saving and Excepting. Parcel II as the same is hereinafter described.

PARCEL II

SUBJECT to a Ground Lease Parcel from Anne Arundel County to TKL-East, as follows:

BEGINNING at a point on the common line between the Developer parcel and May parcel, said point being the same point of beginning as described in "The Ground Lease Parcel through a portion of the Developer Parcel", Parcel 3B, and also being distant South 45° 00' 00" West, 113.37 feet from the beginning of the nineteenth line of said Macy Parcel, thence running with said common line with Meridian referred to Maryland State Grid North,

(1) South 45° 00' 00" West, 19.44 feet, to a point; (2) thence, North 25° 00' 00" West, 48.30 feet, to a point; (3) thence, South 45° 00' 00" West, 56.96 feet, to a point; (4) thence, departing said common line and running through said

Macy Parcel North 36° 23' 06" West, 855.02 feet, to intersect the common line between the Macy Parcel and Parcel DA-1; (5) thence, continuing reversely with said line and with a curve to the right having a radius of 297.55 feet on an arc of 29.49 feet subtended by a chord, North 58° 32' 42" East, 29.48 feet, to a point; (6) thence, continuing with a curve to the right with a radius of 600.00 feet on an arc of 37.15 feet subtended by a chord, North 63° 09' 29" East, 37.14 feet, to a point; (7) thence, departing said common line and running through the Macy Parcel, South 36° 23' 06" East, 882.24 feet, to the place and point of beginning.

CONTAINING 1.2979 acres, more or less, as described by Dewberry & Davis, Registered Professional Land Surveyors.

PARCEL III

ALSO TOGETHER with non-exclusive easements for ingress and egress, parking, pedestrian access, utilities, sewer and storm drainage as granted in that certain Construction Operation and Reciprocal Easement Agreement dated June 28, 1985 and executed by and among TKL-EAST, a Michigan co-partnership, Marley Properties Corp., a Maryland Corporation and The May Department Stores Company, a New York Corporation authorized to do business in the State of Maryland recorded July 2, 1985 in Liber EAC 3908 at folio 257; and the right to acquire demised premises as set forth in Section 18 of the Lease between TKL-EAST and Marley Properties Corp., dated June 28, 1985 and recorded July 2, 1985 among the land records of Anne Arundel County in Liber EAC 3908 at folio 469.

RIDER A

All right, title and interest of Debtor in and to (i) all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fire sprinklers and alarm systems, boilers, refrigerating, electronic monitoring, window or structural cleaning rigs, mechanical, structural, and electrical performance systems, and (ii) all installations, fixtures and furnishings specifically designed for any part of the premises described in Exhibit A annexed hereto and made a part hereof (the "Premises") and the improvements located thereon (the "Improvements") including but not limited to computer systems, hardware and software and other utility installations, and (iii) all appraisals, engineering, soils and other reports and studies relating to the Premises and Improvements, and (iv) all permits, licenses and contract rights, warranties, guaranties, and equipment manuals or catalogues. The interest granted in the property described in clauses (i) through (iv) shall (I) be limited to the fixtures and personal property relating to the present and future use, occupancy and operation of the Premises and the Improvements as a retail store, (II) be owned by Debtor, or in which Debtor has or shall have an interest, (III) be now or hereafter located upon the Premises and Improvements, or appurtenant thereto, and (IV) (A) exclude inventory, cash registers which are on a centralized system and computers, telephones and other equipment which are part of an inter-store, inter-divisional or inter-corporate communications system, (B) exclude contracts, permits or licenses not freely assignable or relating to other properties and (C) exclude any sign (whether or not a fixture) or any personal property that bears any trade name, trademark, service mark, trade style, copyright, trade dress or other intellectual property now or hereafter owned by or used or identified with the promotion, marketing, advertising, sales or retailing activities of a department store operated by, R.H. Macy & Co., Inc., a Delaware corporation, or any of its affiliates.

All right, title and interest of Debtor in and to (a) all leases and other agreements affecting the use or occupancy of the Premises now or hereafter entered into, (b) all rents, issues and profits of the Premises, (c) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, and (d) all proceeds of an all unearned premiums on any insurance policy (other than workman's compensation or public liability insurance) covering the Premises.

The security interest hereby granted includes all of the Debtor's interest as landlord in and to that certain Lease the ("Lease") to be executed between Debtor, as landlord, and Macy's New Jersey, Inc., a Delaware corporation, as tenant; the Debtor's interest being assigned hereby including all of Debtor's right to receive all payments coming due under the Lease, whether denominated as fixed minimum rent, percentage rent, other rent, purchase prices, condemnation awards or in any other manner.

This UCC-1 Financing Statement is filed in connection with a certain Deed of Trust and Security Agreement to be executed in the principal sum of $61,400,000.00 given by Debtor and Macy's New Jersey, Inc. to Secured Party covering the leasehold and subleasehold estate of Debtor in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

BOOK 519 PAGE 228

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27938

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 Macy's New Jersey, Inc.

Address 151 West 34th Street, New York, New York 10001

2. SECURED PARTY

Name Citicorp Real Estate, Inc.

Address c/o Thacher Proffitt & Wood

Two World Trade Center, New York, New York 10048

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 of Debtor's right, title and interest in all personal property, rents, profits, leases described in Rider A attached hereto, located on real property described in Exhibit A attached hereto.

RETURN ACKNOWLEDGEMENT TO
NATIONWIDE INFORMATION
52 JAMES ST
ALBANY, N.Y. 12206

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 A attached hereto.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(31) 06F1247-7545
Anne Arundel Co. MD

(Signature of Debtor)

MACY'S NEW JERSEY, INC

Type or Print Above Name on Above Line

BY: Donald Eugene
SENIOR VICE PRESIDENT

(Signature of Debtor)

DONALD EUGENE

Type or Print Above Signature on Above Line

MACY'S NEW JERSEY, INC.

Hugh M Kinsellagh

(Signature of Secured Party)

Hugh M. Kinsellagh

Type or Print Above Signature on Above Line

CITICORP REAL ESTATE, INC.

*RETURN:
NATIONWIDE INFORMATION SERVICES
P.O. BOX 679
ALBANY, N.Y. 12201

21

PRINTED BY JULIUS BLUMBERG, INC.
UCC-1 MARYLAND

EXHIBIT A

PARCEL I

Leasehold estate as to Parcel I, Subleasehold estate as to Parcel II, and interest to the appurtenant easements set forth in Parcel III, pursuant to Memorandum of Lease by and between TKL-EAST, a Michigan co-partnership, and Marley Properties Corp., a Maryland corporation, dated June 28, 1985 and recorded July 2, 1985 in Liber 3908 at folio 469 as to the leasehold and subleasehold estates in Parcels I and II respectively and pursuant to Construction Operation and Reciprocal Easement Agreement between TKL-EAST, Marley Properties Corp., and the May Department Stores Company, recorded in Liber 3908 at folio 257 and said Memorandum of Lease as to interest described as Parcel III including all memoranda, amendments, modifications and mesne assignments and assumptions, if any, into Marley Properties Corp., demising and leasing the following described premises:

BEGINNING as a point in the easterly side of the Anne Arundel County Linear Park, said point being North 56° 49' 09" East, 899.20 feet from the southeasterly corner of the property owned by Melvin J. Wengert, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2516 folio 143, thence with the line of the said park with meridian referred to as Maryland State Grid North, as surveyed by Dewberry & Davis;

(1) North 14° 26' 21" East, 595.76 feet, to a point; (2) thence leaving said Linear Park and running reversely with Parcel DA1, with a curve to the right having a radius of 297.55 feet on an arc of 243.80 feet subtended by a chord North 37° 54' 42" East, 237.04 feet, to a point; (3) thence, continuing with a curve to the right with a radius of 600.00 feet on an arc of 360.00 feet subtended by a chord North 78° 34' 23" East, 354.63 feet, to a point; (4) thence, with a curve to the left having a radius of 165.80 feet on an arc of 153.69 feet subtended by a chord North 69° 12' 23" East, 148.24 feet, to a point; (5) thence, North 42° 39' 04" East, 224.94 feet, to a point; (6) thence, with a curve to the right having a radius of 400.00 feet on an arc of 78.35 feet subtended by a chord, North 48° 15' 44" East, 77.22 feet, to a point; (7) thence, North 35° 13' 15" East, 21.20 feet, to a point on the westernmost side of Governor Ritchie Highway, which point is a corner in common with Parcel DA-1 and the Shopping Center Parcel; (8) thence, leaving Parcel DA-1 and running contiguous with said westernmost side and the Shopping Center Parcel, South 35° 24' 37" East, 42.00 feet, to the point of intersection of said westernmost side and the Developer Parcel; (9) thence, departing Governor Ritchie Highway and running through the Shopping Center Parcel, reversely with the Developer Parcel, South 54° 35' 23" West, 15.00 feet, to a point; (10) thence, with a curve to the left having a radius of

365.00 feet on an arc of 76.05 feet subtended by a chord, South 48° 37' 14" West, 75.92 feet, to a point; (11) thence, South 42° 39' 04" West, 365.56 feet, to a point; (12) thence, with a curve to the right having a radius of 276.53 feet, on an arc of 5.95 feet subtended by a chord South 67° 37' 46" East, 5.95 feet, to a point; (13) thence, South 67° 00' 48" East, 2.83 feet, to a point; (14) thence, with a curve to the right having a radius of 218.69 feet on an arc of 161.14 feet subtended by a chord, South 45° 54' 14" East, 157.52 feet, to a point; (15) thence, with a curve to the right having a radius of 415.50 feet on an arc of 141.65 feet subtended by a chord, South 15° 01' 42" East, 140.96 feet, to a point; (16) thence, with a curve to the left having a radius of 376.50 feet on an arc of 380.96 feet subtended by a chord, South 34° 14' 57" East, 364.92 feet, to a point; (17) thence, South 45° 00' 00" West, 142.44 feet, to a point; (18) thence North 45° 00' 00" West, 60.00 feet, to a point; (19) thence, South 45° 00' 00" West, 132.81 feet, to a point; (20) thence, North 25° 00' 00" West, 48.30 feet, to a point; (21) thence, South 45° 00' 00" West, 60.00 feet, to a point; (22) thence, South 77° 28' 16" West, 248.00 feet, to a point; (23) thence, North 75° 30' 00" West, 50.00 feet, to a point; (24) thence, South 14° 30' 00" West, 17.36 feet, to a point; (25) thence, North 75° 30' 00" West, 124.09 feet, to a point; (26) thence, South 14° 30' 00" West, 60.00 feet, to a point; (27) thence, North 75° 30' 00" West, 243.00 feet, to a point; (28) thence, South 14° 30' 00" West, 60.00 feet, to a point; (29) thence, North 75° 30' 00" West, 96.91 feet, to the point and place of beginning.

CONTAINING 14.4092 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated July 8, 1987, Saving and Excepting. Parcel II as the same is hereinafter described.

PARCEL II

SUBJECT to a Ground Lease Parcel from Anne Arundel County to TKL-East, as follows:

BEGINNING at a point on the common line between the Developer parcel and May parcel, said point being the same point of beginning as described in "The Ground Lease Parcel through a portion of the Developer Parcel", Parcel 3B, and also being distant South 45° 00' 00" West, 113.37 feet from the beginning of the nineteenth line of said Macy Parcel, thence running with said common line with Meridian referred to Maryland State Grid North,

(1) South 45° 00' 00" West, 19.44 feet, to a point; (2) thence, North 25° 00' 00" West, 48.30 feet, to a point; (3) thence, South 45° 00' 00" West, 56.96 feet, to a point; (4) thence, departing said common line and running through said

Macy Parcel North 36° 23' 06" West, 855.02 feet, to intersect the common line between the Macy Parcel and Parcel DA-1; (5) thence, continuing reversely with said line and with a curve to the right having a radius of 297.55 feet on an arc of 29.49 feet subtended by a chord, North 58° 32' 42" East, 29.48 feet, to a point; (6) thence, continuing with a curve to the right with a radius of 600.00 feet on an arc of 37.15 feet subtended by a chord, North 63° 09' 29" East, 37.14 feet, to a point; (7) thence, departing said common line and running through the Macy Parcel, South 36° 23' 06" East, 882.24 feet, to the place and point of beginning.

CONTAINING 1.2979 acres, more or less, as described by Dewberry & Davis, Registered Professional Land Surveyors.

PARCEL III

ALSO TOGETHER with non-exclusive easements for ingress and egress, parking, pedestrian access, utilities, sewer and storm drainage as granted in that certain Construction Operation and Reciprocal Easement Agreement dated June 28, 1985 and executed by and among TKL-EAST, a Michigan co-partnership, Marley Properties Corp., a Maryland Corporation and The May Department Stores Company, a New York Corporation authorized to do business in the State of Maryland recorded July 2, 1985 in Liber EAC 3908 at folio 257; and the right to acquire demised premises as set forth in Section 18 of the Lease between TKL-EAST and Marley Properties Corp., dated June 28, 1985 and recorded July 2, 1985 among the land records of Anne Arundel County in Liber EAC 3908 at folio 469.

All right, title and interest of Debtor in and to (i) all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fire sprinklers and alarm systems, boilers, refrigerating, electronic monitoring, window or structural cleaning rigs, mechanical, structural, and electrical performance systems, and (ii) all installations, fixtures and furnishings specifically designed for any part of the Premises and Improvements including but not limited to computer systems, hardware and software and other utility installations, and (iii) all appraisals, engineering, soils and other reports and studies relating to the Premises and Improvements, and (iv) all permits, licenses and contract rights, warranties, guaranties, and equipment manuals or catalogues. The interest granted in the property described in clauses (i) through (iv) shall (I) be limited to the fixtures and personal property relating to the present and future use, occupancy and operation of the Premises and the Improvements as a retail store, (II) be owned by Mortgagor, or in which Mortgagor has or shall have an interest, (III) be now or hereafter located upon the Premises and Improvements, or appurtenant thereto and (IV) (A) exclude inventory, cash registers which are on a centralized system and computers, telephones and other equipment which are part of an inter-store, inter-divisional or inter-corporate communications system, (B) exclude contracts, permits or licenses not freely assignable or relating to other properties and (C) exclude any sign (whether or not a fixture) or any personal property that bears any trade name, trademark, service mark, trade style, copyright, trade dress or other intellectual property now or hereafter owned by or used or identified with the promotion, marketing, advertising, sales or retailing activities of a department store operated by, RHM or any of its Affiliates (the property described in this paragraph (b) is hereinafter collectively called the "Equipment").

The security interest hereby granted includes all of the Debtor's interest as lessor in and to that certain Lease the ("Lease") to be executed between Debtor, as lessor and Marley Properties Corp., as lessee; the Debtor's interest being assigned hereby including all of Debtor's right to receive all payments coming due under the Lease, whether denominated as fixed minimum rent, percentage rent, other rent, purchase prices, condemnation awards or in any other manner.

This UCC-1 Financing Statement is filed in connection with a certain Deed of Trust to be executed in the principal sum of $61,400,000.00 given by Debtor to Secured Party covering the leasehold estate of Debtor in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

519 233 270321

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))

Joseph P. Butts
7948 E. Park Drive
Glen Burnie, MD 21061

2 Secured Party(ies) Name(s) and Address(es)

Custom Sales & Service, INC.
11th Street & 2nd Road
Hammonton, NJ 08037

3 Maturity Date (optional)

4 For Filing Officer Date, Time, No. Filing Office

5 This Financing Statement covers the following types (or items) of property

One-1987 GMC, Model TC31003, VIN#1GDGR34K2HS514381
350 V8 Power Steering, Automatic, and H/D Package
for 9,000 Lb. GVWR. Mounted with a Custom Model
400 Catering Body CTB #10437

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

Associates Commercial Corp.
740 E. Lancaster Ave.
Suite 130
Exton, PA 19341

☐ Proceeds

☐ 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 *
* (Describe Real Estate Below)

8 Describe Real Estate Here

NOT SUBJECT TO RECORDATION TAX:
Conditional Sales Tax signed on
10/17/87

No. & Street Town or City County

9 Name(s) of Record Owner(s)

Section Block Lot

10 This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

☐ already subject to a security interest in another jurisdiction when it was brought into this state, or

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Joseph P. Butts

By Joseph P. Butts Sole Proprietor
Signature(s) of Debtor(s)

Custom Sales & Service, INC.

By [signature] PRES.
Signature(s) of Secured Party(ies)

603871 (6-80)

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

BOOK 519 PAGE 234

270322

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))

Mary J. Butts
7948 E. Park Drive
Glen Burnie, MD 21061

No. of Additional Sheets Presented

2 Secured Party(ies) Name(s) and Address(es)

Custom Sales & Service, INC.
11th St. & 2nd Road
Hammonton, NJ 08037

3 Maturity Date (if any)

4 For Filing Officer Date, Time, No. Filing Office

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

One-1987 GMC Model TR30903, Vin# 1GTGR34K7HJ517996 350 V8, Power Steering, Automatic, and H/D Package for 9,000 Lb. GVWR. Mounted with a Custom 300 Catering Body, CTB# 10438

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

Associates Commercial Corp.
740 E. Lancaster Avenue
Exton, PA 19341 Suite 130

☐ Proceeds

☐ Products of the Collateral are also covered

8 Describe Real Estate Here

NOT SUBJECT TO RECORDATION TAX:
Conditional Sales Contract signed
10/17/87

No. & Street Town or City County

7 ☐ The described crops are growing or to be grown on: ☐ The described goods are or are to be affixed to: (Describe Real Estate below)

9 Name(s) of Record Owner(s)

Section Block Lot

10 This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

☐ already subject to a security interest in another jurisdiction when it was brought into this state, or

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Mary J. Butts

By Mary J. Butts SOLE Proprietor
Signature(s) of Debtor(s)

CUSTOM SALES & SERVICE, INC.
By PRES.
Signature(s) of Secured Party(ies)

603871 (6-80)

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

/

BOOK 519 PAGE 235

270323

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

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
TIRE MERCHANTS INTERNATIONAL 8332 Bristol Court Jessup, Md. 20294	TYRES INTERNATIONAL, INC. 619 E. TALLMADGE AVE. Akron, Oh. 44310	

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

All the Debtors inventory of Ceat, Barum or Alliance brand tires supplied by Tyres International, Inc. now owned or, hereafter, acquired by debtor, all accounts receivable and contract rights including chattel paper arising therefrom. all increases, substitutions, replacements, additions and accesions thereto, and all proceeds, thereof, including insurance benefits and other payments.

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

Filed with:

This instrument prepared by:

CHANTS INTERNATIONAL INC.

Signature(s) of Debtor(s)

TYRES INTERNATIONAL, INC.

By: T. J. Bart Pres.

Signature(s) of Secured Party(ies)

COPY—ALPHABETICAL

11

BOOK 519 PAGE 236

270324

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: -0-

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

Selby Sub Shoppe, Inc.
949 Mayo Rd.
Edgewater, Md. 21037

2. Secured Party(ies) Name(s) and Address(es)

Fiermonti, Inc.
6121 Carlisle Pike
Mechanicsburg, Pa. 17055

3. ☐ The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No., Filing Office

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

3- Universal Nolin 3-door Freezers s/n 528667D87
s/n 529807E87
s/n 529796E87

1- Universal Nolin 2-door Freezer s/n 528645D87
1- 1hp & 3-1½hp condensing units

☐ Products of the Collateral are also covered.

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

7. ☐ The crops described are growing or to be grown on:
☐ The described goods are or are to be affixed to:
☐ The timber to be cut or minerals or the like (including oil and gas) is on:
*(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 in 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)

Selby Sub Shoppe, Inc.
By: Amy K. Cox
Amy K. Cox
Signature(s) of Debtor(s)

Fiermonti, Inc.
By: [illegible]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

1.50

(5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

BOOK 519 PAGE 237

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243825

RECORDED IN LIBER 453 FOLIO _____ ON August 19, 1982 (DATE) Page 60

1. DEBTOR

Name Gates Marina, Inc. (MD CORP)

Address RT 256, Rockhold Creek, Deale, MD 20751

2. SECURED PARTY

Name Sea Ray Credit Corporation

Address 6100 Channingway Blvd. Suite 507 Columbus, OH 43232

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

3. Maturity date of obligation (if any) None

CHECK ☒ FORM OF STATEMENT

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

Please amend debtor's address to include:

Herrington Harbour North
Deale Road
Tracy's Landing, MD 20779

Michael J. Martini

Dated 9/3/87

Sea Ray Credit Corporation

ML Wood - agent
(Signature of Secured Party)

MLWood - Agent
Type or Print Above Name on Above Line

270306

BOOK 519 PAGE 238

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)

B. Dalton Company
7505 Metro Boulevard
Minneapolis, MN 55435
Lease #(#1243-01)

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

Charter Financial, Inc.
One Rockefeller Plaza
New York, NY 10020

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

Various equipment as more fully described on attached Schedule "A" annexed hereto and made a part hereof. Equipment located at:

B. Dalton #898
Marlay Station
Space A-107
7900 Richie Hwy.
Glen Burnie, MD 21061

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

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:

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

B. DALTON COMPANY

By _____ Signature(s) of Debtor(s) _____ Title

CHARTER FINANCIAL, INC.

By Denise Dudley, Contract Ad
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

PAGE 1 OF 33

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # 1243-01

DATED: 7/27/87

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

519 239

SCHEDULE "A"

BY: DARLING STORE FIXTURES

		EQUIPMENT LOCATED:
Ten (10)	#87 1011 6 Book Shelf	B. Dalton Bookseller #193 2362 Plymouth Mtg. Hall 193 500 Germantown Pike Plymouth Meeting, PA 19462

BY: STORE KRAFT MANUFACTURING CO.

One (1)	BD-4005-01BI Gondola book Disp 27x72 7/8x69	B. Dalton Book. #238 Southland Center (I-5) 23000 Eureka Road Taylor, MI 48180

BY: INTERIOR RESOURCES GROUP

One (1)	Manager's Chair #1010BK-FS	B. Dalton Bookseller #241 Trolley Sq. Space D-125 20 Trolley Square Salt Lake City, UT 84102
One (1)	Black/Walnut Desk	
One (1)	Two Drawer legal file	
One (1)	4 Drawer legal file	

BY: GLYNCO PLASTICS, INC.

Thirty (30)	Single stem gondola signholders	B. Dalton #244 277 Metro North Mall 400 Northwest Barry Road Kansas City, MO 64155
(35)	Beige Cornice signholders	

BY: CENTRAL SALES PROMOTIONS, INC.

(40)	Dal 11x7 Spec Endcap holders	B. Dalton Bookseller #459 1202 Willowbrook Mall Wayne, NJ 07470

BY: GLYNCO PLASTICS, INC.

Five (5)	8" Acrylic shelves	B. Dalton Leased Dept. #627 Highbee's 5th floor Cleveland, OH
Two (2)	21" Acrylic shelves	
(24)	double stem gondola signholders beige	
Six (6)	Hanging poster holders P/N 15584	
Five (5)	Table up signholders P/N 15682	

BY: MERCHANDISING FIXTURES, INC.

Eleven (11)	Gondola	B. Dalton #645 Higbees concourse level Cleveland terminal tower complex Cleveland, OH 44113
Two (2)	S-2 step	
Four (4)	#S-3 step	
One (1)	C-5 Cart	
Sixteen (16)	C-96 trip.strips	
Seven (7)	#T-3 Econotable	

BY: GLYNCO PLASTICS, INC.

(32)	Double stem gondola signholder	"
Six (6)	Hanging Poster holders P/N 15584	
Seven (7)	Table up signholders P/N 15682	
Five (5)	8" acrylic shelves	
Five (5)	21" acrylic shelves	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # 124301

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 240

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: STORE KRAFT MANUFACTURING

B. Dalton Bookseller #943
Stratford Square
818 Stratford Square
Bloomingdale, IL 60108

Three (3)	Gondola, book disp. 27x36 7/8x69
Seven (7)	Gondola, Book disp. 27x72 7/8x69
Two (2)	Cashwrap Reg. units 24x24 1/16x38 #BD-1000-01PB
One (1)	Cashwrap, service unit 24x24 1/16x38 #BD1022-01PB
One (1)	S/C Corner w/24" dispense 24 1/8x24 1/8x38 1/16
One (1)	Showcase, 24 dispenser 24 1/8x24 1/8x 38 1/16
One (1)	Wrap, center work storage 24x24 1/16x38
One (1)	Wrap, Center Workfile 24x24 1/16x38
One (1)	Filler, triangular slatwall 24x24x38
One (1)	Gondola, lighted magazine 24x72 3/4 x69
Seven (7)	Table, economy 24x24x33
One (1)	Stand
One (1)	Top, filler PNL work 3x12x24

BY: AJ&M ASSOCIATES

B. Dalton Software #943
Stratford Square
818 Stratford Square
Bloomingdale, IL 60108

One (1)	16SV 16" Impulse bar sealer Kit
One (1)	15" x75-G x 2,000 film roll

BY: GLYNCO PLASTICS, INC.

B. Dalton Software #937
Hunt Valley Mall, 256
118 Shawan Road
Cockeyville, MD 21030

Four (4)	Software display stands
(12)	boxes 8" acrylic shelves
Three (3)	boxes 21" acrylic shelves
(20)	Boxes 21" thermobend shelves
Three (3)	FS-2 peg hooks
Two (2)	FS-114 peg hooks
Two (2)	FS-116 peg hooks
Two (2)	Feature display sign holders
Four (4)	Trapezoid display cubes
One (1)	Computer usage sign package
One (1)	Software etc. logo sign

BY: FIT-ALL PRICING CORP.

(50)	Glass shelf 1.5 insertholders

BY: GLYNCO PLASTICS, INC.

(27)	Cornice sign holders port

BY: MERCHANDISING FIXTURES, INC.

Four (4)	Feature display step
Four (4)	Desk units
One (1)	Trolley unit
One (1)	File Unit

BY: FIT-ALL PRICING CORP.

(500)	Molding 35" for 3/4" shelf

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # 1243.01

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 241

SCHEDULE "A"

EQUPMENT LOCATED:

BY: GARY SAFE COMPANY

One (1)	S309-887 Special locker	B. Dalton Softwrae #937 Hunt Valley Mall-Space 256 118 Shawan Road Cockeysville, MD 21030

BY: AJ&M ASSOCIATES

One (1)	#16SV 16" impulse bar sealer	"
One (1)	15/75-R 15"x75-G x2000 shrink film	

BY: STORE KRAFT MANUFACTURING

One (1)	Gondola, book disp. 27x36 7/8x69	"
Four (4)	Gondola book display 27x72 7/8x 69	
Three (3)	Gondola book display 27 x 48 7/8x69	
Three (3)	Gondola, book display 27x72 7/8x69	
Two (2)	Unit, cashwrap 24x24 1/16x38	
One (1)	Filler, wrap well filler 23 5/32x22 3/8	
One (1)	Cashwrap, service unit 24x24 1/16x38	
Two (2)	Wrap center work storage 24x24 1/16x38	
Two (2)	Wrap center workfile	
Two (2)	Filler, corner cashwrap 24x24x38	
Two (2)	Shelf, adj. corner cash wrap 3/4x14 9/32x28 3/8	
One (1)	Trim, 45 plex corner guard 1 1/8x1 1/8x 34	
One (1)	Gondola, lighted magazine 24x72 3/4x 69	
Seven (7)	Table, economy 24x24x33	
One (1)	Stand	

BY: UNISTRUT CORPORATION

One (1)	Space frame kit	"

BY: MERCHANDISING FIXTURES, INC.

One (1)	Calendar display base	B. Dalton 930 105 Corte Madera Tow Ctr. Corte Madera, CA 94925
Two (2)	Plastic calendar display	

BY: GLYNCO PLASTICS

One (1)	Audio/Video Accessory kit	"
Four (4)	Boxes 8" acrylic shelves	
Five (5)	Boxes 21".acrylic shelves	
Six (6)	Boxes 21" thermobend shelves	
Three (3)	Boxes feature display sign holders	
One (1)	Magazine sign two port letters	
Three (3)	30 degree shelf displays	
Four (4)	Permanent dump & sign	
One (1)	B. Dalton logo sign	
One (1)	Bestseller sign pkg.	
One (1)	Permanent rack header package	
One (1)	Acrylic slatwall sign holders 22x28	
(44)	Cornice sign holders beige	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 4 OF 23
LEASE # 1243-01
DATED: 7/27/87

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 242

SCHEDULE "A"

EQUPMENT LOCATED:

BY: DARLING STORE FIXTURES

Four (4)	Wall Corner Bracket
(70)	Adjustable shelf
(600)	Book shelf
(40)	H.D. Book shelf
Ten (10)	Book shelf
Two (2)	Book rack

B. Dalton Software #930
105 Corte Madera Town Ctr.
Corte Madera, CA 94925

BY: COLUMBUS SHOW CASE CO.

One (1)	30x72 receiving table

"

BY: GLYNCO PLASTICS, INC.

One (1)	B. Dalton Logo sign 20x48x¼

B. Dalton Bookseller #193
2362 Plymouth Meeting Mall
500 Germantown Pike
Plymouth Meeting, PA 19462

BY: LOZIER STORE FIXTURES

Three (3)	Storage shelvuprite assy 12x84
Two (2)	Back Assembly
(14)	Storage shelf, standard duty 36x12
One (1)	Utility drawer w/lock
Three (3)	Storage shelving uprite assembly 24x36
One (1)	Storage shelv desk top 74x36

B. Dalton Software #938
103 Fifth Avenue
New York, NY 10003

BY: HAGEN OFFICE EQUIPMENT

One (1))	#HWA-IIE Apple IIe CPU #E707688
Two (2)	5.25 disk drive
One (1)	5.25 disk dr. accessory kit IIe
One (1)	Color monitor IIe
One (1)	Super serial card
One (1)	Imagewriter II printer

"

BY: STORE KRAFT MANUFACTURING

One (1)	Gondola, Book display 27x36 7/8x69
Six (6)	Gondola book display 27x72 7/8x 69
Two (2)	Unit, cashwrap reg.
One (1)	Cash wrap service unit 24x24 1/16x38
Two (2)	Wrap center work storage 24x241/16x38
One (1)	Filler, cash wrap 23¼x24x38
One (1)	Top filler panel work 3x12x24
One (1)	Gondola lighted magazine 24x72 3/4x69
Six (6)	Table economy 24x24x33
One (1)	Stand

"

BY: MERCHANDISING FIXTURES, INC.

One (1)	Feature step
Two (2)	Corner Step
Ten (10)	Econo table
Two (2)	Merchandise unit with magazine rack

B. Dalton Bookseller 925
Jacksonville Landing
2 Independent DR STE 106
Jacksonville, FL. 32202

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # 124301

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 243

SCHEDULE "A"

EQUIPMENT LOCATED:
B. Dalton Bookseller #925
Jacksonville Landing
2 Independence Dr.,Ste 106
Jacksonville, FL 32202

BY: COLUMBUS SHOW CASE COMPANY

(700)	6½x36 metal shelf assembly
(40)	6½x48 metal shelf assembly
(80)	6½x26 44 adjustable shelf
(36)	6½x36 rein bottom wall shelf
(18)	106-1 2 top & bottom channel
(18)	106-1 2 top & bottom channel
(22)	W-36 10' wall unit assembly
(12)	W-36S 10 wall unit assembly
Two (2)	W-90 corner filler assembly 120"
Two (2)	Stationary corn bracket
Eight (8)	W-26/44 adjustable wall unit 120"
Three (3)	W-1R end panel assembly 120"
Three (3)	W-1L end panel assembly 120"
(14)	BD Cornice board WA14-6
Three (3)	W-8RR corner assembly
Three (3)	W-8 Corner assembly
(14)	Putnam 120 track section 83402
Eight (8)	Ladder rail end cap
Five (5)	Rolling ladder w/9" top shelf

BY: GLYNCO PLASTICS, INC.

(11)	Boxes 8" acrylic shelves
Four (4)	Boxes 21" acrylic shelves
Two (2)	Boxes 21" thermobend shelves
Two (2)	Boxes feature display sign holders
One (1)	Magazines sign two piece port
One (1)	Audio/video gondola accessories package
Three (3)	30 degree shelf display packages
Two (2)	Calendar waterfall fixtures
Four (4)	Permanent dump & sign
One (1)	B. Dalton logo sign
One (1)	Customer Service sign
One (1)	Bestseller sign package
One (1)	Permanet rack header package
One (1)	Acrylic slatwall sign holder 22x28

BY: MERCHANDISING FIXTURES, INC.

Two (2)	Display step
One (1)	Information desk

BY: STORE KRAFT MANUFACTURING

Nine (9)	Gondola, book display 27x36 7/8x69
Three (3)	Gondola book display 27x48 7/8x69
(11)	Gondola book display 27x72 7/8 x69
One (1)	Economy table 24x24x33
Ten (10)	Table, economy 36x36x33
Two (2)	Display table top 12x36x7
Two (2)	Unit, cashwrap 24x24x38
Two (2)	Cash wrap 24x24x38
Two (2)	Filler cashwrap 24x24x38

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 6 OF 23

LEASE # 1243.01

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 244

SCHEDULE "A"

EQUIPMENT LOCATED:
B. Dalton Book. #925
Jacksonville landing
2 Independent Dr. #106
Jacksonville, FL 32202

BY: STORE KRAFT MANUFACTURING-continued

One (1)	BD CART cashwrap 18x36x38
One (1)	Stand, microfiche 12x13x5
Two (2)	Displayer, upper tier magazine 14 9/16x72x 17 7/8
Two (2)	Displayer, middle tier magazine 14 9/16x72x17 7/8
Two (2)	BD Displayer lower tier magazine 9 7/8x72/15 3/4
Two (2)	Displayer base magazine 23x72x8¼
Two (2)	Display back panel magazine 1½x72x60½

BY: DARLING STORE FIXTURES

B. Dalton Bookseller No. 928
Hamilton Mall Space T-242
100 Blackhorse pike
Mays Landing, NJ 08330

Two (2)	Book Rack
One (1)	Corner wall section

BY: GLYNCO PLASTICS, INC.

(12)	Boxes 8" acrylic shelves
Five (5)	Boxes 21" acrylic shelves
(12)	Boxes 21" thermobend shelves
(12)	boxes feature display signholders
One (1)	Magazine sign port two pcs.
(3)	30 degree shelf displays
Four (4)	Permanent dump & sign
One (1)	b. Dalton Logo sign port
One (1)	Bestseller sign package
One (1)	Permanent rack header package
One (1)	Acrylic slatwall sign holder 22x28
One (1)	Audio/video accessories kit
(37)	Cornice sign holders beige
Two (2)	Display step 3'
Ten (10)	Economy table 3x3
Two (2)	Table top display
Four (4)	Cashwrap register unit
Four (4)	Cashwrap service unit
Four (4)	Cashwrap merchandise unit
One (1)	Receiving cart
One (1)	Microfiche stand
Three (3)	Magazine display fixture
One (1)	Calendar display base

BY: GARY SAFE COMPANY

One (1)	Special Locker #ASL-171705

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 7 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 245

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: STORE KRAFT MANUFACTURING

Six (6)	Gondola book display 27x36 7/8x69
One (1)	Gondola book display 27x367/8x69
Two (2)	Gondola book display 27x72 7/8x69
Nine (9)	Gondola book display 27x72 7/8x69

B. Dalton Bookseller #928
Hamilton Mall, T242
100 Blackhorse Pike
Mays Landing, NJ 08330

BY: HAGEN OFFICE EQUIPMENT, INC.

Two (2)	apple IIe CPU S/N E7075GD, E707693
Four (4)	5.25 disk drive S/N KEG6827, KE80472 KEH5830, KEH5829
Two (2)	5.25 disk drive accessory kit IIe
Two (2)	Super serial card
Two (2)	Imagewriter II printer S/N 872417, 0871905
Two (2)	Color Monitor IIe S/N T032172, T036379

B. Dalton Bookseller #943
818 Stratford Square
Bloomingdale, IL 60108

BY: GLYNCO PLASTICS, INC.

Two (2)	Plexiglass shelves 6½x33¼
One (1)	Educational software sign
Two (2)	Boxes Gondola sign holders beige
(30)	Cornice sign holders port
One (1)	Hanging magazine sign
Four (4)	Software display stand 9x10½
(12)	Boxes 8" acrylic shelves
Three (3)	Boxes 21" acrylic shelves
Four (4)	Boxes 21" thermobend shelves
Three (3)	Boxes FS-2 Peg Hooks
Two (2)	Boxes FS-114 peg hooks
Two (2)	Boxes FS-116 peg hooks
One (1)	1½ x 35 subcat. signholders
One (1)	Computer usage sign package
Two (2)	Software ETC logo signs one sided

BY: COLUMBUS SHOW CASE COPANY

(420)	6½x36 metal shelf assembly
(28)	6½ x36 reinforced bottom wallshelf
One (1)	W-1L end panel assembly 120"
Nine (9)	BD Cornice board 10'
One (1)	W-8RR Corn assy.
Two (2)	W-8 RR corner assembly
(12)	Putnam 120 track section 83402
Eight (8)	Ladder rail end cap
Three (3)	Rolling ladder w/9" top shelf
Two (2)	Board special end panel
(12)	106½ top& bottom channel
(17)	w-36 10' wall unit assembly
Nine (9)	W-36S 10 wall unit
Ten (10)	Stationary corner bracket
One (1)	PW 30x72 receiving table
One (1)	W-IR End panel assembly 120"

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 8 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 246

SCHEDULE "A"

EQUIPMENT LOCATED:
B. Dalton Software #940
Gwinnett Place
2100 Pleasant Hill Road
Duluth, GA 30136

BY: STORE KRAFT MANUFACTURING

One (1)	Wrap Center workfile 24x24 1/16/38	

BY: AJ&M ASSOCIATES

One (1)	16" Impulse bar sealer	
One (1)	15"x75-Gx2000' shrink film	

BY: GARY SAFE COMPANY

One (1)	Special Locker #ASL-171707	"

BY: FIT-ALL PRICING CORP.

(50)	Glass shelf 1.5 insert holder	"

BY: GENERAL OFFICE PRODUCTS COMPANY

Five (4)	Viking chairs Model #4000, adjustable	"

BY: HAGEN OFFICE EQUIPMENT, INC.

Two (2)	Apple IIe CPU	"
Two (2)	5.25 Disk Drive	
Two (2)	Color Monitor IIc	
One (1)	Super Serial Card	
One (1)	Imagewriter II printer	

BY: GLYNCO PLASTICS, INC.

Twenty (20)	11x7 C.S.P.I. #21-0224 sign holders	"

BY: DARLING STORE IXTURES

Two (2)	RH end panel	"
Two (2)	LH end panel	
(11)	Recliner channel set	
Seven (7)	Ladder rail howe	
Six (6)	End cap	
Three (3)	Rolling ladder	
(11)	36 Wall section	
Seven (7)	Divider panel	
One (1)	Corner filler	
Three (3)	Adjustable wall section	
Seven (7)	W-8 Cornice	
Three (3)	10' corn w/return-rt	
Three (3)	10' corn. w/return-lt	
(30)	Adjustable shelf	
(325)	Book shelf	
(20)	H D Book shelf	
Two (2)	30x120x3/4 end panel	
Two (2)	Hardware set	
Two (2)	36" wall section	
Two (2)	Corner bracket	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

		EQUPMENT LOCATED:
BY: MERCHANDISIN FIXTURES, INC.		
Two (2)	Econo tables	B. Dalton #921 1774 Green oaks Road Ft. Worth, TX 76116
BY: MERCHANDISING FIXTURES, INC.		
Four (4)	Beige w/bolts & anchors steel post	B. Dalton 110 Washington Square 9720 SW Wash. Square Road Portland, OR 97223
BY: THE STORE KRAFT MANUFACTURING		
One (1)	Gondola book display 27x36-7/8x69	B. Dalton Book #945 Prestonwood Town Ctr. 5301 Belt Line Road, 2183 Dallas, TX 75240
BY: GLYNCO PLASTICS, INC.		
Four (4)	Port Cornice signholders	"
BY: FIT-ALL PRICING CORP.		
(400)	Modling 35" for 3/4" shelf	"
BY: DARLING STORE FIXTURES		
Three (3)	RH End panel	B. Dalton Leased Dept. #645 Higbee's Concourse Level Cleveland Terminal Tower Comp. Cleveland, OH 44113
Two (2)	LH End Panel	
(13)	Recliner channel set	
(20)	36 Wall section	
One (1)	Corner filler	
(11)	Adjustable wall section	
(60)	Adjustable shelf	
(400)	Book shelf	
(20)	H D Book shelf	
(36)	Corn Bracket	
Two (2)	Adjustable back panel	
BY: NASHVILLE DISPLAY CO.		
Four (4)	Five pocket pegboard unit	"
BY: DARLING STORE FIXTURES		
One (1)	LH End Panel	B Dalton Leased #651 Highee's at Westgate 3390 Westgate Mall Fairview Park, OH 44126
BY: COLUMBUS SHOW CASE CO.		
One (1)	PW 30x72 receiving table	B. Dalton Bookseller #929 Briarcliff Mall SP F-2 10177 N. King Hwy. Myrtle Beach, SC 29577
BY:DARLING STORE FIXTURES		
Two (2)	Book Rack	"
Six (6)	Top Pan	
One (1)	Adjustable top panel	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 10 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 248

SCHEDULE "A"

EQUPMENT LOCATED:
B. Dalton Bookseller #929
Briarcliff Mall SP F-2
10177 N Kings Hwy.
Myrtle Beach, SC 29577

BY: DARLING STORE FIXTURES

Three (3)	RH End Panel
Three (3)	LH End Panel
(13)	Retainer chanel set
(12)	Cornice
Two (2)	10' corn w/return-rt
Two (2)	10' corn w/return-lt
(12)	Ladder Rail
Six (6)	End cap
Four (4)	Ladder rail
(22)	36 Wall section
Ten (10)	36 Wall section
Two (2)	Corner filler
Five (5)	Adjustable wall section
Six (6)	Wall corn. bracket
(60)	Adjustable shelf
(450)	Bookshelf
(35)	H D book shelf

BY: GLYNCO PLASTICS, INC.

One (1)	Audio/Video accessories kit
Ten (10)	Boxes 8" acrylic shelves
Four (4)	Boxes 21" acrylic shelves
Four (4)	Boxes 21" thermobend shelves
Three (3)	Boxes feature display signholders
One (1)	Magazines sign two piece port
Three (3)	30 degree shelf displays
Four (4)	Permanent dump & sign
One (1)	B. Dalton logo sign
One (1)	Bestseller sign package port.
One (1)	Rack header package
One (1)	Acrylic slatwall sign holders 22x28
(30)	Single stem gondola signholders
(40)	Beige cornice signholders

BY: MERCHANDISING FIXTURES

One (1)	Feature step
One (1)	Corner step
Two (2)	Step
Two (2)	Econo table
Nine (9)	Econo table
Two (2)	Table top display
One (1)	Calendar base
Two (2)	Register unit
Two (2)	Service unit
One (1)	Merchandise unit
One (1)	CW Storage unit
One (1)	Rec. cart
One (1)	Microfiche unit
One (1)	Info desk with three may rack

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 240

SCHEDULE "A"

EQUPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.

Five (5)	4'x6" high gondola	B. Dalton Bookseller #929
Four (4)	4'x6" high gondola	Briarcliff Mall Space F2
Four (4)	5'x9" high gondola	10177 North King Highway
Four (4)	5'x9" high gondola	Myrtle Beach, SC 29577

BY: DARLING STORE FIXTURES

Two (2)	Panel	"
Two (2)	Back Panel	
Two (2)	Panel Retnr	

BY: GLYNCO PLASTICS, INC.

(20)	Single stem gondola signholders	B. Dalton Software #940
(25)	Port Cornice signholders	Gwinnett Place
		2100 Pleasant Hill Road
		Duluth, GA 30136

BY: MERCHANDISING FIXTURES, INC.

Two (2)	Trend Gondola G-3T	B. Dalton Software #938
Seven (7)	Trend Gondola #G-6T	103 Fifth Avenue
One (1)	Custom Feature display	New York, NY 10003
Three (3)	Economy table	
One (1)	Receiving cart	
One (1)	Microfiche stand	
One (1)	Custom magazine	
One (1)	Custom platform	
Four (4)	Pump station 5' demo station	
One (1)	demo filler right	
One (1)	demo filler left	
One (1)	custom cashwrap gate	
Six (6)	Seam fill #D315-6	
Three (3)	Deam Fill D14-6	
Two (2)	Seam fill #D91-6	
One (1)	Trolley	

BY: STORE KRAFT MANUFACTURING

Two (2)	Unit, cashwrap reg. 24x24-1/16x38	"
Two (2)	Cashwrap service unit 24x24-1/16x38	
Two (2)	Wrap center work storage 24x24-1/16x38	
One (1)	Wrap, center workfile 24x24-1/16x38	
One (1)	Filler, corner 24x25x38	

BY: AJ&M

One (1)	16" impulse bar sealer kit	"
One (1)	15"x75-Gx2000+ film roll	

BY: GLYNCO PLASTICS, INC.

Four (4)	Software display stand	"
Ten (10)	Boxes 8" acrylic shelves	
Nine (9)	Boxes 21" acrylic shelves	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

EQUPMENT LOCATED:

BY:GLYNCO PLASTICS, INC.

Five (5)	Boxes 21" thermobend shelves	B. Dalton Software #938
Three (3)	Boxes FS-2 Peg hooks	103 Fifth Avenue
Two (2)	Boxes FS-114 Peg Hooks	New York, NY 10003
Two (2)	FS-116 Peg hooks	
Two (2)	Trapezoid display cube sets 1 blue, 1 clear	
Three (3)	1½x35 subcat. signholders	
One (1)	Computer usage signage package	
Three (3)	Software logo signs, one sided	
Eight (8)	Feature Endcap signholders	

BY: NASHVILLE DISPLAY COMPANY

Three (3)	Five pocket peboard unit	B. Dalton Leased Dept. #627
		Higbee's downtown
		100 Public square
		Cleveland, OH 44113

BY: MERCHANDISING FIXTURES, INC. "

Two (2)	Gondola
Seven (7)	Gondola #G-62
One (1)	Step S-2
Two (2)	Step S-3
Five (5)	T-3 econo table
One (1)	Reg. Unit
One (1)	Service unit
One (1)	Merchandise unit
One (1)	Merchandise Unit with shelves
One (1)	Cash/information unit
One (1)	Cash/Information unit
One (1)	Cart
Ten (10)	Trim strip
Nine (9)	8x0 straight cornice
Two (2)	8x0 straight corn. L MTR
Three (3)	8x0straight corn. R MTR
Two (2)	Left Cornice return
Three (3)	Right cornice return

BY: GLYNCO PLASTICS

Six (6)	Boxes 8" Acrylic shelves	B. Dalton #927
Four (4)	Boxes 21" acrylic shelves	The Centre of Park Forest
Five (5)	Boxes 21" thermobend shelves	115 Centre
Three (3)	Boxes feature display signholders	Park Forest, Il.60466
One (1)	P/N 14760 magazines sign two pcs port	
Three (3)	30 degree shelf displays	
Four (4)	Permanent dump & sign	
One (1)	B. Dalton Logo sign port copy	
One (1)	Bestseller sign package	
One (1)	Permanent rack header package	
One (1)	Acrylic slatwall sign holder 22x28	
(30)	Single stem gondola signholders	
(20)	Single stem gondola signholders with 50 cornice signholders	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #: _____

DATED: _____

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

519 251

SCHEDULE "A"

EQUPMENT LOCATED:

BY: GLYNCO PLASTICS, INC.

One (1)	Audio/Video accessories	B. Dalton #927 The Centre of Park Forest 115 Centre Park Forest, Il. 60466

BY: MERCHANDISING FIXTURES, INC.

Three (3)	G-32 Gondola	B. Dalton #692 Belk @ Southpark Mall 4400 Sharon Road Charlotte, NC 28211
Ten (10)	G-62 Gondola	
Three (3)	S-2 step	
Five (5)	S-3 step	
Six (6)	Econo table	
One (1)	Reg unit	
One (1)	Serv unit	
Two (2)	Merchandise unit C-3	
Two (2)	Merchandise unit C-3S	
Two (2)	C-8D cash/information unit	
One (1)	C-8S cash/information unit	
One (1)	Cart	
Four (4)	Trim strips	
Eight (8)	Straight 8' cornice	
Two (2)	8' cornice L & R miter	
One (1)	Left cornice return	
One (1)	Right cornice return	

BY: GLYNCO PLASTICS, INC. "

Five (5)	Double stem gondola signholders

BY: DARLING STORE FIXTURES "

Three (3)	RH End panel
Four (4)	LH End panel
Two (2)	Back panel
One (1)	UPR
One (1)	RG End panel
Ten (10)	Recliner channel set
(19)	36 Wall section
Three (3)	corner filler
Five (5)	Adjustable wall section
(30)	Adjustable shelf
(400)	Book shelf
(20)	H D Book shelf
(29)	Corn bracket

BY: NASHVILLE DISPLAY COMPANY "

Four (4)	Five pocket pegboard unit

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 14 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 252

SCHEDULE "A"

EQUPMENT LOCATED:

B. Dalton Bookseller #900
Famous-Barr Dept. Store
601 Olive Street
St. Louis, MO 63101

BY: DARLING STORE FIXTURES

One (1)	RH end panel
One (1)	LH end panel
(26)	Corn bracket
One (1)	RH end panel kit
One (1)	LH end panel kit
(18)	36 wall sect.
Two (2)	corner filler
Five (5)	adjustable wall section

BY: GLYNCO PLASTICS

(12)	Boxes 8" acrylic shelves 25/box
Six (6)	boxes 21" acrylic shelves 10/box
Eight (8)	Hanging poster holders P/N 15584
Seven (7)	Table up sign holders P/N 15682 11x26
(22)	double stem gondola signholders P/N 12646R3

BY: DARLING STORE FIXTURES

Eight (8)	Recliner channel set
(26)	corn bracket
(40)	Adjustable shelf
(350)	book shelf
(18)	H D Book shelf

BY: MERCHANDISING FIXTURES, INC.

Four (4)	G-32 Gondola
Eight (8)	G-62 Gondola
Two (2)	Corner step
Four (4)	step
Seven (7)	Table-foxed
Two (2)	Reg unit 1 w/RH fin
One (1)	Well filler
One (1)	Service unit
Three (3)	Merchandise unit
Two (2)	Cashwrap
One (1)	Cashwrap fin LH side
One (1)	Cart
Seven (7)	8'0" cornice
One (1)	left cornice return
One (1)	right cornice return
One (1)	8'0" cornice w/RH meter
One (1)	8'0" cornice w/LH meter

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 253

SCHEDULE "A"

		EQUIPMENT LOCATED:
BY: GLYNCO PLASTICS, INC.		B. Dalton Bookseller #900
Four (4)	dump bin books displays with signs	Famous-Barr Dept. Store
		601 Olive Street
		St. Louis, MO 63101
BY: STORE KRAFT MANUFACTURING		"
One (1)	Filler, wrap well filler 23 5/32x22 3/8x4	
Two (2)	Display stacker box 18x22x6	
BY: NASHVILLE DISPLAY CO.		"
Four (4)	5 Pocket pegboard unit	
BY: LOZIER STORE FIXTURES		"
Three (3)	Storage shelves upright assembly	
Two (2)	back assembly	
(14)	Storage shelf 36x12	
Six (6)	Storage shelf 36x24	
Three (3)	Storage shelves upright assembly 12x36	
Three (3)	Storage shelves upright assembly 12x84	
Two (2)	back assembly	
(20)	Storage shelf, standard duty 26x12	
(20)	Storage shelves back to back connector	
Three (3)	storage shelves upright assembly 24x36	
One (1)	Storage shelves desktop, notched 74x36	
BY: GLYNCO PLASTICS, INC.		"
(50)	8" channel shelves P/N 13049-8S	
(100)	FS-2 Peg Hooks	
(100)	FS-114 peg hooks	
BY: STORE KRAFT		"
Three (3)	BD-4019-02BT display table top 12x24x7	
BY: DARLING STORE FIXTURES		B. Dalton Boleased Dept. 627
Two (2)	RH End panel	Higbee's downtown
One (1)	LH end panel	100 Public Square
(12)	Recliner channel set	Cleveland, OH 44113
(28)	36 Wall section	
One (1)	corner filler	
Six (6)	Adjustable wall section	
(42)	Adjustable shelf	
(390)	book shelf	
(28)	H D book shelf	
(38)	corn. bracket	
BY: DARLING STORE FIXTURES		B. Dalton Bookseller #924
(30)	Book shelf	Gwinnett Place
		2100 Pleasant Hill Road
		Duluth, GA 30136
BY: STORE KRAFT MANUFACTURING		"
One (1)	Gondola book display 27x36-7/8x69	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 — 251

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: LOZIER STORE FIXTURES

Six (6)	Storage shelves upright assembly
Six (6)	Storage shelves upright assembly 12x84
Four (4)	Back assembly
(40)	Storage shelf, standard duty 36x12
(70)	Storage shelf back to back connector

B. Dalton Bookseller #929
Briarcliff Mall SP F-2
10177 North King Highway
Myrtle Beach, SC 29577

BY: GLYNCO PLASTICS, INC.

One (1)	Box 8" acrylic shelves
One (1)	Magazines sign two pieces port letters
One (1)	B. Dalton logo sign new logo port
Four (4)	Boxes Gondola Signholders beige
(45)	Cornice signholders beige

B. Dalton #43
Lincoln, NE

BY: COLUMBUS SHOW CASE COMPANY

Two (2)	BD wall panel 24x120x3/4
Five (5)	Stationary cornice bracket
(24)	W-36 10' H wall unit assembly
(16)	W-36S 10' H wall unit w/Slat wall
One (1)	W-90 Corner filler assembly 120"
Six (6)	W-26/44 adjustable wall unit 120"
Sixteen (16)	BD Cornice board 10'
One (1)	W-8RR cornice assembly R/H
One (1)	W-8 RR cornice assembly L/H
(18)	Putnam 120 track section 83402
Eight (8)	Ladder rail end cap
Four (4)	Rolling ladder w/9" top shelf with accessories
Ten (10)	6½x48 metal shelf assembly
(770)	6½x36 metal shelf assembly
(60)	6½x26-44 adjustable shelf
(40)	6½x36 rein. bottom wall shelf

B. Dalton Bookseller #927
The Center of Park Forest
115 Centre
Park Forest, IL 60466

BY: LOZIER STORE FIXTURES

Three (3)	Storage shelves upright assembly 12x36
Three (3)	Storage shelves upright assembly 12x84
Two (2)	Back assembly
Fourteen (14)	Storage shelf, 36x12
Six (6)	Storage shelf, 36x24
One (1)	utility drawer w/lock
Six (6)	Storage shelves upright assembly 12x36
Six (6)	Storage shelves upright assembly 12x84
Four (4)	Back assembly
(40)	Storage shelf, standard 36x12
(38)	Shelves back to back connector
One (1)	Storage shelves desk top 74x36

BY: STORE KRAFT MANUFACTURING

(16)	Gondola book display 27x72-7/8x69
One (1)	Wrap center workfile 24x24-1/16x38
One (1)	Information unit 24x24x38

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

		EQUIPMENT LOCATED:
BY: GARY SAFE COMPANY		
One (1)	Special locker #ASL -171706	B. Dalton Bookseller #927 The Centre of Park Forest 115 Centre Park Forest, IL 60466
BY: GLYNCO PLASTICS, INC.		
(50)	8" channel shelves	B. Dalton Bookseller #948 Fresno Fashion Fair 591 East Shaw Fresno, CA 93710
BY: KAZARIAN		
One (1)	Cashwrap corner filler	B. Dalton Software #944 Bannister Mall #38B 5600 East Bannister Road Kansas City, MO 64137
One (1)	Cashwrap filler panel	"
BY: STORE KRAFT MANUFACTURING		
One (1)	Seamfiller 1530-6 with accessories	"
BY: HAGEN OFFICE EQUIPMENT, INC.		
One (1)	Apple IIe CPU E7075G9	"
Two (2)	5.25 disk drive KEG6847, KEG6848	
One (1)	5.25 disk drive accessory kit IIe	
One (1)	Color Monitor IIe #T0322238	
One (1)	Super Serial Card	
One (1)	Imagewriter II printer S/N 0793359	
BY: PUTNAM ROLLING LADDER CO.		
One (1)	#70 Folding ladder Oak 96" height with padding top 12" on backside	B. Dalton #923 Bayside Market Place 401 Biscayne Blvd. Suite N226 Miami, Fl. 33132
BY: DARLING STORE FIXTURES		
Two (2)	RH End Panel	B. Dalton Lease Dept. 883 Hudsons at Eastland Mall 18000 Vernier Road Harper Woods, MI 48225
Two (2)	LH End panel	
Three (3)	Adjustable wall section	
Twenty (20)	Adjustable shelf	
BY: MERCHANDISING FIXTURES, INC.		
Three (3)	Gondola	"
Twelve (12)	Gondola	
Two (2)	Step S-2	
Four (4)	Step S-3	
Seven (7)	Econo table	
One (1)	Reg. Unit	
One (1)	Service Unit	
One (1)	Merchandise unit	
One (1)	Merchandise unit with shelves	
Two (2)	Cash/infor unit	
One (1)	Cash/information unit	
One (1)	Cart	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

DATED:

519 256

SCHEDULE "A"

		EQUIPMENT LOCATED:
BY: MERCHANDISING FIXTURES, INC.		
(12)	Trim strip	B. Dalton #883
Eight (8)	8' straight cornice	Hudsons at Eastland Mall
Two (2)	8 cornice left miter	18000 Vernier Road
Two (2)	8' cornice right miter	Harper Woods, MI 48225
Two (2)	left cornice return	
Two (2)	right cornice return	
BY: DARLING STORE FIXTURES		
Three (3)	RH End panel	"
Two (2)	LH end panel	
Ten (10)	recliner channel set	
(24)	36 wall section	
Two (2)	Corner filler	
Four (4)	Adjustable wall section	
(32)	Adjustable shelf	
(440)	Book shelf	
(24)	H D book shelf	
(33)	Cornice bracket	
BY: GLYNCO PLASTICS, INC.		
(32)	Gondola sign holders P/N 12646R-3 beige	"
Six (6)	Hanging poster holders P/N 15584	
Seven (7)	Table up sign holders P/N 15682	
Nine (9)	Boxes 8" acrylic shelves	
Seven (7)	Boxes 21" acrylic shelves	
BY: MERCHANDISING FIXTURES, INC.		
Four (4)	Table top display 2'	B. Dalton 692
One (1)	Table top display 3'	Belk Dept. Store S Park ML
		4400 Sharon Road
		Charlotte, NC 28211
BY: LOZIER STORE FIXTURES		
Three (3)	Storage shelves upright assembly 12x84	"
Two (2)	Back assembly	
(14)	Storage shelf, 36x12	
Six (6)	Storage shelf 36x24	
One (1)	Utility drawer w/lock	
(20)	Storage shelves back to back connector	
Three (3)	Storage shelves upright 24x36	
One (1)	Storage shelf desktop 74x36	
BY: NASHVILLE DISPLAY CO.		
Five (5)	Five pocket pegboard unit	B.Dalton Leased Dept. #693
		Lazarus depart. store downtown
		Town & High Streets
		Columbus, OH 43216
BY: NASHVILLE DISPLAY COM.		
Five (5)	Five pocket pegboard unit	B. Dalton Leased #687
		7th & Race Sts.
		Cincinnati, OH 45202

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

519 257

SCHEDULE "A"

		EQUPMENT LOCATED:
BY: MERCHANDISING FIXTURES, INC.		
Two (2)	Trend Gondola 69" G4T	B. Dalton 098
Two (2)	Trend Gondola 69" G6T	1116 Valley View Center
Four (4)	Gondola G42	Dallas, TX 75240
Seven (7)	Gondola G62	
One (1)	Feature display step	
Three (3)	Display step	
Nine (9)	Economy table T-3	
Four (4)	Economy table T-4	
Three (3)	Table top display T-3D	
Three (3)	Cashwrap reg. unit	
Three (3)	Cashwrap service unit	
One (1)	Cashwrap merchandise unit	
One (1)	Cashwrap storage unit	
One (1)	Receiving cart	
One (1)	Information shelving unit	
Two (2)	Microfiche stand	
One (1)	Information desk	
Three (3)	Corner trim strips	
BY: NASHVILE DISPLAY CO.		
Three (3)	Five pocket pegboard unit	B. Dalton Dept. #691 Higbee's at Westgate 3390 Westgate Mall Fairview Park, OH 44126
BY: GLYNCO PLASTICS		
(20)	Port cornice sign holders with hardware	"
BY: DARLING STORE FIXTURES		
One (1)	RH End panel	"
Seven (7)	Recliner channel set	
(17)	36 Wall section	
One (1)	Corner filler	
Two (2)	Adjustable wall section	
(20)	Adjustable shelf	
(325)	Book shelf	
(17)	H D Book Shelf	
(21)	cornice bracket	
BY: GLYNCO PLASTICS, INC.		
Three (3)	Boxes 8" acrylic shelves	"
Two (2)	Boxes 21" acrylic shelves	
Three (3)	Boxes gondola sign holders double stem	
Four (4)	Hanging poster holders P/N 15584	
Three (3)	Table up sign holders P/N 15682	
BY: MERCHANDISING FIXTURES, INC.		
One (1)	Gondola G-32	"
Eight (8)	Gondola G-62	
Two (2)	Step S-2	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

519 258

SCHEDULE "A"

EQUPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.

Four (4)	Step S-3	B. Dalton Dept. #691 Higbee's at Westgate 3390 Westgate Mall Fairview Park, OH 44126
One (1)	Reg Unit	
One (1)	Service unit	
One (1)	Merchandise unit C-3	
One (1)	Merchandise unit w/shelves	
One (1)	Cash/information unit #C-8D	
Two (2)	Cash/information unit C-8S	
One (1)	Cart	
Two (2)	Trim strips	

BY: LOZIER STORE FIXTURES

Three (3)	Storage shelves upright assembly 12x84	"
Two (2)	Back assembly	
(14)	Storage shelf, 36x12	
Six (6)	Storage shelf, 36x24	
One (1)	Utility drawer w/lock	
(20)	Storage shelves back to back connector	
Three (3)	Storage shelves upright assembly 24x36	
One (1)	Storage shelves desktop 74x36	

BY: KAZARIAN

Two (2)	Cashwrap service unit	B. Dalton Booksellers #48 Asheville Mall #3 South Tunnel Road Asheville, NC 28805
One (1)	Trend Gondola	
Two (2)	Display Step 3'	
Four (4)	Economy table 3'x4'	
Four (4)	Cashwrap register unit	
One (1)	Cashwrap service unit	

BY: MERCHANDISING FIXTURES, INC.

Three (3)	3' gondola	"
Four (4)	Economy table	

BY: LOZIER STORE FIXTURES

Three (3)	Storage shelves upright assembly 12x84	B. Dalton #645 Higbee's Concourse Level Cleveland Terminal Tower Complex Cleveland, OH 44113
Two (2)	Back Assembly	
(14)	Storage shelf 36x12	
Six (6)	Storage shelf 36x24	
One (1)	Utility drawer w/lock	
Three (3)	Storage shelves upright 12x36	
Three (3)	Storage shelves upright assembly 12x84	
Two (2)	Back assembly	
(20)	Storage shelf 36x12	
(20)	Storage shelves back to back connector	
Three (3)	Storage shelves upright 24x36	
One (1)	Storage shelves desktop 74x36	

BY: GLYNCO PLASTICS, INC.

(30)	Beige cornice signholders	"

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

EQUPMENT LOCATED:

BY: KAZARIAN

Two (2)	Display step

B. Dalton Booksellers #922
Town Center at Cobb
400 Ernest Barret, Suite 305
Kennesaw, GA 30144

BY: GLYNCO PLASTICS, INC.

Five (5)	Boxes 8" acrylic shelves
Three (3)	Boxes 21" acrylic shelves
Four (4)	Boxes 21" thermobend shelves
Five (5)	Boxes feature display sign holders
One (1)	Magazine sign two pcs. port
Three (3)	30 degree shelf displays
Four (4)	Dump & Sign
One (1)	B. Dalton logo sign port
One (1)	Bestseller sign package
One (1)	Rack header package
One (1)	Acrylic slatwall sign 22x28
(78)	Cornice signholders

B. Dalton #166
Walnut Creek, CA

BY: CENTRAL SALES PROMOTIONS, INC.

Ten (10)	Dal 11x7 spec endcap holders

B. Dalton Bookseller #241
20 Trolley Square
550 S. 7th Street East
Salt Lake City, UT 84102

BY: INTERIOR RESOURCES GROUP

One (1)	Manager's chair

B. Dalton Bookseller #459
1202 Willowbrook Mall
Wayne, NJ 07470

BY: DARLING STORE FIXTURES

Fifty (50)	Book shelf

B. Dalton Bookseller #244
277 Metro North Mall
400 NW Barry Road
Kansas City, MO 64155

BY: GLYNCO PLASTICS, INC.

Two (2)	Boxes 8" acrylic shelves
Three (3)	Boxes 21" acrylic shelves
Four (4)	Boxes 21" thermobend shelves
Three (3)	Boxes feature display sign holders
One (1)	Magazine sign two pieces port
Three (3)	30 Degree shelf displays
Four (4)	Pemanent dump & Sign
One (1)	B. Dalton logo sign port
One (1)	Bestseller sign package
One (1)	Rack header package
One (1)	Acrylic slatwall signholders 22x28

BY: MERCHANDISING FIXTURES, INC.

(88)	Trim locks #ALTP-5

B. Dalton #238
Southland Center
23000 Eureka Road
Taylor, MI 48180

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE #

DATED:

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.

One (1)	15x33 B. Dalton Logo Sign Port copy

BY: DARLING STORE FIXTURES

One (1)	24x126 End Panel
(60)	Book Shelf
One (1)	Hardware set

BY: GLYNCO PLASTICS, INC.

One (1)	Two pcs. Slatwall magazine sign
One (1)	Slatwall bestseller sign package
One (1)	15x38 B. Dalton Logo sign

BY: KAZARIAN MANUFACTURING

Two (2)	Economy table

BY: KAZARIAN

Four (4)	End Panel
Five (5)	End Panel, left
(14)	Cornice Board
One (1)	Cornice Board with return
One (1)	Cornice Board with return
(14)	Ladder Rail
Four (4)	Ladder Rail end cap
Two (2)	Rolling Ladder
(18)	Wall unit 36"
(12)	Wall unit 36"
One (1)	Wall Unit
One (1)	Receiving table
One (1)	Storage table
(18)	Wall Cornice Bracket
(16)	44' top pan
Three (3)	Trend Gondola 3'
Two (2)	Gondola 3'
Three (3)	Trend Gondola 6'
Three (3)	Gondola 69"
Five (5)	Gondola 2'
Two (2)	Register unit
One (1)	Service Unit
One (1)	Display Case
One (1)	Work/Storage unit
One (1)	Work/File unit
One (1)	Cashwrap merchandise unit
One (1)	Cashwrap corner filler
One (1)	Feature display step
One (1)	Feature display step #SWS-1R
Two (2)	Magazine display fixture
Four (4)	Economy table 2x2

EQUIPMENT LOCATED:

B. Dalton #238
Southland Center
23000 Eureka Road
Taylor, MI 48180
"

B. Dalton #898
Marley Station Space A-107
7900 Richie Hwy.
Glen Burnie,MD

B. Dalton Software #948
Fresno Fashion Fair
591 East Shaw
Fresno, CA 93710

B. Dalton Software #953
8314-8 On the Mall
Buena Park Mall
Buena Park, CA 90620

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED

PAGE 23 OF 23

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # 1243-01

DATED: 7/27/87

LESSOR: **CHARTER FINANCIAL, INC.**
One Rockefeller Plaza
New York, New York 10020

BOOK 519 PAGE 261

SCHEDULE "A"

BY: KAZARIAN MANFACTURING

(34) Three (3)	Slatwall Panel 4x8
One (1)	Register filler
One (1)	Microfiche stand
Ten (10)	Corner trim strips 8' lengths
Ten (10)	Port lam. strips 11x96 with accessories

EQUPMENT LOCATED:

B. Dalton Software #953
8314-8 on the Mall
Buena Park Mall
Buena Park, CA 90620

B. DALTON COMPANY

BY: _____

Mail to

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

A/C# 0-185M-C-02-04789-2
Anne Arundel County

STATE OF MARYLAND

BOOK 519 PAGE 262

2703325

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 Hood, John L.

Address 689 Wough Chapel Road Odenton, MD 21113

2. SECURED PARTY

Name Baird, Michael T/A Mike's Seamless Aluminum Gutters and Baird Trucking

Address 13906 Old Chapel Road Bowie, Maryland 20715

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

RECORD FEE 12.00
POSTAGE .50

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 L. Hood

See attached for originial signature
(Signature of Debtor)

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)

LARRY F. KIMMEL, ADMIN. V.P.
Type or Print Above Signature on Above Line

17.50

CREDIT ALLIANCE CORPORATION

Michael Baird T/A Mike's

CONDITIONAL SALE CONTRACT NOTE

BOOK 519 PAGE 263

TO: Seamless Aluminum Gutters and Baird Trucking (Seller) FROM: John L. Hood (Buyer)

13906 Old Chapel Rd. Bowie, MD 20715 (Address of Seller) 689 Waugh Chapel Rd. Odenton, MD 21113 (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) 1984 Western Star Model 4964-2 Dump Truck, S/N 2WLPDCJG7EK910621 with 14½' R & S Aluminum Dump Body

(1) TIME SALES PRICE $ 61,758.00
(2) Less DOWN PAYMENT IN CASH $ 3,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) $ -0-
(4) CONTRACT PRICE (Time Balance) $ 58,758.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 689 Waugh Chapel Rd. Odenton, MD 21113

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 Fifty eight thousand seven hundred fifty eight and 00/100********** Dollars ($ 58,758.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 42 successive monthly installments, commencing on the 4th day of December 19 87 and continuing on the same date each month thereafter until paid, the first 41 installments each being in the amount of $ 1,399.00 and the final installment being in the amount of $ 1,399.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, not 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, receive 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 October 16 19 87

Accepted Michael Baird T/A Mike's Seamless Aluminum Gutters and Baird Trucking (SEAL)
(Print Name of Seller Here)

By Michael Baird

Michael Baird
(Witness to Buyer's and Co-Maker's Signature)

(Witness to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

BUYER(S)-MAKERS(S):

John L. Hood (SEAL)
(Print Name of Buyer-Maker Here)

By John L. Hood

Co-Buyer-Maker: John L. Hood (SEAL)
(Print Name of Co-Buyer-Maker Here)

By _____

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page)

2

ORIGINAL FOR FILING-NON NEGOTIABLE

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 and make ready to a place designated by Holder (Buyer hereby authorizes and empowers Holder or its agents 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 to 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, repairs, 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 (3) 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 (4) 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 the 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, receives, 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 instalment 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 the assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and or repossess and or consent to the return of the property and or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date _____ 19 _____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____ By _____
(Witness) (Signature, Title of Officer, "Partner" or "Proprietor")

} Signature of Seller

BOOK 519 PAGE 265

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, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 16, 1987 between Washington Freightliner, Inc. as Seller Lessor Mortgagee and John L. Hood (Name) 689 Waugh Chapel Rd. Odenton, MD 21113 (Address) as Buyer Lessee Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described and all notes, contracts of guaranty or surety and collateral of any kind or nature which we have pertaining thereto and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract, the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 58,758.00

IN WITNESS WHEREOF we have hereunto set our hand and seal this 16th day of October 19 87

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 affix corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CAL-

BOOK 519 PAGE 266 Anne Arundel Co., MD

270326

☐ TO BE / ☒ NOT TO BE — RECORDED IN LAND RECORDS

☐ SUBJECT TO / ☒ NOT SUBJECT TO — RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

Lessee:
1. ~~Debtor(s)~~:

MESSER GRIESHEIM INDUSTRIES, INC.
Name or Names—Print or Type
2460 Boulevard of the Generals, Valley Forge, PA 19482
Address—Street No., City - County State Zip Code

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

Lessor:
2. ~~Secured Party~~:

MARYLAND NATIONAL LEASING CORPORATION
Name or Names—Print or Type
502 Washington Ave., Towson, MD 21204
Address—Street No., City - County State Zip Code

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

See Attachment(s)

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

5. If collateral is crops, describe real estate.

JA

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

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

MESSER GRIESHEIM INDUSTRIES, INC.
~~DEBTOR(S)~~ Lessee:

Rudolf, VP
(Signature of ~~Debtor~~ Lessee)

Herb Rudolf
Type or Print

(Signature of ~~Debtor~~ Lessee)

Type or Print

~~SECURED PARTY~~ Lessor:

MARYLAND NATIONAL LEASING CORPORATION
(Company, if applicable)

(Signature of ~~Secured Party~~ Lessor)

James A. Vik Administrative 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 Terri Preston, Maryland National Leasing Corporation
502 Washington Ave., Towson, MD 21204

Lucas Bros. Form F-1

13.50

ATTACHMENT TO UCC-1

Lessee: MESSER GRIESHEIM INDUSTRIES, INC.

Lessor: MARYLAND NATIONAL LEASING CORPORATION

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of May 31, 1984, between Lessor, as lessor, and Lessee, as lessee, together with all accessions, substitutions and replacement thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedule(s).

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

MARYLAND NATIONAL LEASING CORPORATION
SCHEDULE OF EQUIPMENT

Lessee: Messer Griesheim Industries, Inc.

Attached to Bill of Sale dated _____, 19__
and/or
Equipment Schedule No. E-1

Page No. 1 of 1 total pages
Approved by _____
(Lessee to initial each page)

Equipment located at:
Street No. ~~8025 Dorsey Run Road~~
Jessup — City
Anne Arundel — County
MD — State
20794 — Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
FIBA Sales Div./Mass Oxygen Equip. Co. 97 Turnpike Road Westboro, MA 01581 Invoice No. 6758 M.G. Industries P.O. No. 3248		1F9C4442XG-1047001	1- Super Jumbo Helium Tube Trailer, consisting of 10 ea. DOT, 3T, Tubes 40'L X 22" OD with a minimum rated pressure of 2740 Lbs. Federal Excise Tax	
			(Attach All Vendor Invoices) Schedule Total	

BOOK 519 PAGE 265

BOOK 519 PAGE 269

270327

ANNE ARUNDEL

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ -0-

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

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

1. DEBTOR

Name JIM DONNIE'S, INC

Address 7106 CRAIN HIGHWAY NORTH GLEN BURNIE, MD 21061

Plus any and all other locations.

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

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

3. Maturity date of obligation (if any) _____

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

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, 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, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

JIM DONNIE'S, INC
By [signature]
(Signature of Debtor)

JAMES R. SCOTT, President
Type or Print Above Name on Above Line

[signature]
(Signature of Debtor)

Donald R. McKean Jr., Vice President
Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.
[signature] Credit Manager
(Signature of Secured Party)

KENNETH N COLLINS CREDIT MANAGER
Type or Print Above Signature on Above Line

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 519 PAGE 270

270323

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is *Not* Fixtures or Crops)

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

1. DEBTOR: Kenneth C. Sherman, Individually and Sherman Pinsetters, Inc.
(Name or Names—Last Name First)
725 Delmar Avenue, Glen Burnie, MD 21061
(Address)

2. SECURED PARTY:
THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

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

All fixtures and equipment; all inventory including future additions to inventory; accounts including, but not limited to accounts receivable; choses in action; instruments; documents; contract rights; and one hundred fifty nine (159) rebuilt duck pin machines located in a warehouse in Markleysburg, Pennsylvania 15459 rented from John Conaway at 305 Crossland Avenue, P.O. Box 1132, Union Town, Pennsylvania.

4. Proceeds of collateral are covered hereunder: YES [X] NO [ ]
5. Products of collateral are covered hereunder: YES [ ] NO [ ]
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: $40,000.00
8. Filed with: Circuit Court for Anne Arundel County, State of Maryland
9. RETURN TO: Charles W. Ayres, Jr., P.O. Box 670, Glen Burnie, MD 21061

Dated this 19th day of October, 19 87

DEBTOR:

SHERMAN PINSETTERS, INC.

By: Kenneth C. Sherman
Kenneth C. Sherman, Pres (Title)

Kenneth C. Sherman
Kenneth C. Sherman, Individually

SECURED PARTY:

Margaret Wilkins
MARGARET WILKINS

Frank Molinaro
FRANK MOLINARO

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____

Record Reference _____

STATE OF MARYLAND

BOOK 519 PAGE 271

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2703299

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. $ EXEMPT

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

This financing statement Dated 10/16/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carter C. Shepherd

Address 5423 Southern Md. Blvd., Lothian, Anne Arundel, Md. 20711

2. SECURED PARTY

Name Rio Del Mar Enterprises, Ltd.

Address P.O. Box 1409 Easton, Md. 21601

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

3. Maturity date of obligation (if any) 9/1/89

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

(1) Used 1977 IH Model 886 Tractor
s/n U010081

Name and address of Assignee

"EXEMPT - CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

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

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

(Signature of Debtor)

Carter C. Shepherd

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Richard P. Harding, Controller

Type or Print Above Signature on Above Line

BOOK 519 PAGE 272

MARYLAND NATIONAL BANK

2703 13

FINANCING STATEMENT

1 ☐ To Be Recorded in the Land Records of _____

2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County Maryland

3 ☐ Not subject to Recordation Tax

4 ☒ Recordation Tax has been paid on the principal amount of $ 100,000.00 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)

Patricia L. Saldana
Rolando B. Saldana

Address(es)

178 Oak Drive
Pasadena, Maryland 21122

6 Secured Party
MARYLAND NATIONAL BANK
Attention Dennis R. Glasgow
(Annapolis REM Unit)

Address Real Estate and Mortgage Division
~~10 Light Street~~
~~Fifth Floor~~
~~Baltimore, Maryland 21202~~
P.O. Box 871
Annapolis, Maryland
21404

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 21, 19 87 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., 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)

Patricia L. Saldana (SEAL)
Patricia L. Saldana

Rolando B. Saldana (SEAL)
Rolando B. Saldana

Secured Party
MARYLAND NATIONAL BANK

By Dennis R. Glasgow (SEAL)
Dennis R. Glasgow
Assistant 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

PROPERTY DESCRIPTION **Exhibit A**

ALL that parcel or parcels of real property located in the County of Anne Arundel (~~Election District~~), State of Maryland, and more particularly described as follows:

Unit No. 2, consisting of 1,168 square feet at Fort Smallwood Road Medical Center, an Office Condominium as shown on the Plat of the same name prepared by CDH Engineering, Inc., dated September 15, 1983, and recorded among the Land Records of Anne Arundel County in Plat Book E 25, folio 21, 22 & 23.

BOOK 519 PAGE 274

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
INTERNATIONAL TOTAL SERVICES, INC. 2720 River Road DesPlaines, Illinois 60018 1114 Terminal Tower Cleveland, Ohio 44113	CITICORP INDUSTRIAL CREDIT, INC. 200 South Wacker Drive Chicago, Illinois 60606	

4 This statement refers to original Financing Statement No. Liber 421, Page 453 Dated ....., 19 .....

Date filed: January 29, 19 80 Filed with Anne Arundel County Clerk, Maryland

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

6 X 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.

.....
Signature of Debtor if an Amendment

Dated: October 20, 19 87

CITICORP INDUSTRIAL CREDIT, INC.

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

FILING OFFICER COPY—ALPHABETICAL UCC-3

BOOK 519 PAGE 275

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
INTERNATIONAL TOTAL SERVICES, INC. (Debtor-in-Possession) 125 Terminal Tower Cleveland, Ohio 44113	CITICORP INDUSTRIAL CREDIT, INC. 200 South Wacker Drive 32nd Floor Chicago, Illinois 60606	

4 This statement refers to original Financing Statement No. Liber 480, Page 71 Dated ....., 19 ....

Date filed: November 30, 19 84 Filed with Anne Arundel County Clerk, Maryland

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

6 X **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.

.....
Signature of Debtor if an Amendment

Dated: October 20, 19 87

CITICORP INDUSTRIAL CREDIT, INC.

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

1 - FILING OFFICER COPY—ALPHABETICAL UCC-3

BOOK 519 PAGE 276

270343

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))

McCRONE INC.
20 Ridgeley Ave.
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)

The Equipment Lease
Exchange, Inc.
PO Box 14
Medford, NJ 08055

3. ☐ The Debtor is a transmitting utility

4. For Filing Officer Date Time No. Filing Office

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

The equipment listed in Schedule A attached hereto and made a part hereof which is owned by Secured Party and subject to Lease #870470 between Debtor and Secured Party and all cash and non-cash proceeds thereof.

☒ Products of the Collateral are also covered

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

CONTINENTAL BANK
1535 Locust St.
Third Floor
Philadelphia, PA 19102

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records.

"NOT SUBJECT TO RECORDATION TAX"

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)

McCRONE, INC.

By [signature] (Lessee)
Signature(s) of Debtor(s)

THE EQUIPMENT LEASE EXCHANGE, Inc.

By [signature] (Lessor)
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

Schedule Pg. #1 of ___

All rents other sums due and to become due under the Lease of the following equipment dated October 1987 between The Equipment Lease Exchange, Inc. as Lessor and McCrone, Inc. as Lesse, together with the following electronic data processing equipment and computer software covered by said Lease and proceeds of insurance policies covering such equipment; which equipment does not constitute fixtures:

Location of Equipment: 20 Ridgely Avenue, Annapolis, MD 21401

MODEL/ FEATURE	ITEM OF EQUIPMENT	SERIAL NUMBER
Manufacturer: TelPlus		
1	4 Channel Trunk Card (GSTK)	
1	4 Channel Presidential Card (SUB K)	
7	4 Channel Versa Phone Card (SUB V)	
2	Presidential Phones w/Display	
4	Presidential Phones w/o Display	
29	Versa Phones w/Handsfree Intercom	
2	Busy Lamp Fields	
1	25 pair Teflon Cable run for Data Room	
47	Additional Cable Runs	
1	Power Failure Transfer Card	
1	Connect Cutomer Provided FM Tuner to System	
1	Hook-up to Customer Provided Page	

Filed w/ Anne Arundel County, MD STATE OF MARYLAND

FINANCING STATEMENT FORM UCC BOOK 519 PAGE 278 Identifying File No. 2220350

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. $ ~~FINANCING STATEMENT AND SECURITY AGREEMENT~~ - NOT SUBJECT* TO RECORDATION TAX.

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 Pilot Air Freight Corp.

Address Cargo Bldg. A, Box 8764, BWI Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway, Suite 304,

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 Caterpillar TC60C Lift Truck S/N 38Y01913 and substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof. Secured Party is the Seller of the equipment.

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
PRINTING OFFICE TIMES
TOTAL 12.50

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

SIGNATURE

Pilot Air Freight Corp.

(Signature of Debtor)

Richard E. Norris, Title: Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

(Signature of Secured Party)

Nancy Sweet, SDA

Type or Print Above Signature on Above Line

ACC. #024-68-684917 BOOK 519 PAGE 279

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

File No. 270351

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

1 DEBTOR(S) and Address(es)	2 SECURED PARTY and Address
Ms. Jeanne Y Phillips 1306 Phil-Mar Drive Hanover, Maryland 21076	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Collateral Loan Dept. Mrs. Lorraine G. Dorr **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, subsitutions 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

1982 Hallmark Trailer S/N 812819

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

_____ (Type Name)

By Jeanne Y. Phillips

By Jeanne Y Phillips

SECURED PARTY
SIGNET BANK/MARYLAND

By Donna J. Marsh

Donna J Marsh-assistant Mgr. II
(Type Name)

October 16 1987
(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.

Stamps 119.00
Record 11.00
130.00
Postage .50
$130.50

0012-1671-0986/4

119 50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 519 PAGE 280

FINANCING STATEMENT

DATE: September 16, 1987

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____ 2270352

NAME OF DEBTOR (S): Johnson & King Contracting Co., Inc.
P. O. Box 997
Gambrills, MD 21054

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

1986 Komatsu D 37 E Dozier
Serial Number: 01036

JA

DEBTOR(S):

Johnson & King Contracting Co. Inc.
(Company Name)

BY: James Johnson Sr.

BY: President

BY:

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____
(Authorized Signature)

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

110

BOOK 519 PAGE 281

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

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Viking Energy Corp. 205 Najoles Rd. Box 6 Millersville, Maryland 21108 Anne Arundel County	Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	

This statement refers to original Financing Statement No. 253233 Book 476 Pg. 258 ~~XXXXXXXX~~ Dated August 10, 1984

A. Continuation ☐	B. Partial Release ☐	C. Assignment Full X ☐	D. Other: ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	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:	

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan
2776 CR 69
Gibsonburg, OH 43431

Note #864 LPG Storage Tanks

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

Dated: August 24, 87, 19

Chemi-Trol Chemical Co.
By: [signature]
Secretary
(Signature of Secured Party)

This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE — OBA UCC-3

1053

Revised 4/79

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK 519 PAGE 282 Identifying File No. 2270353

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. ~~XXXXXXX~~ Lessee:

Name ARCH BISHOP SPALDING HIGH SCHOOL

Address 8080 New Cut Rd., Severn, MD 21144

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Return To

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)

S/N 4039118

(1) Taylor Freezer # 431 (Reconditioned)
(1) Taylor Freezer # 754 S/N H 7085125

Name and address of Assignee:
Fidelity Bank
Broad & Walnut Sts.
Phila., PA 19109

"TOTAL RECEIVABLE $24,573.60."

CHECK ☒ THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

Type or Print Above Name on Above Line

Barbara H Schwitzer
(Signature of Debtor) Principal
Barbara Schwitzer
ARCH BISHOP SPALDING HIGH SCHOOL
Type or Print Above Signature on Above Line

Sandy Haggerty Asst.Secy.
(Signature of Secured Party)
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

11/8 17500

STATE OF MARYLAND BOOK 519 PAGE 283

FINANCING STATEMENT FORM UCC-1 Identifying File No. 2203354

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~~ Lessee:

Name WALT EGERS SERVICE CENTER, INC.

Address 7148 Ridge Road, Hanover, MD 21076

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Return To

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) Allan Business System #81-200

S/N 17-1746804

Name and address of Assignee
Meridian Bank
5 Penn Ctr Plaza, 3rd FL.
Philadelphia, PA 19103

"TOTAL RECEIVABLE $18,720.00."

CHECK ☒ THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

X Walter Egers
(Signature of Debtor)

Walt Egers President
WALT EGERS SERVICE CENTER, INC.
Type or Print Above Signature on Above Line

Sandy Hogarty Asst.Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

115 133

BOOK 519 PAGE 284

2703555

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

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
Baltimore Aircoil Company, Inc. 7595 Montevideo Road Jessup, MD 20794 Anne Arundel County 4144-85821	Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086	

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

Hewlett-Packard Equipment per the attached Equipment Schedule.
**Debtor has authorized Secured Party to File.

This equipment not subject to recordation tax.

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

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

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

Filed with:

Baltimore Aircoil Company, Inc.
By Hewlett Packard Co, Its Attorney in Fact

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

Hewlett-Packard Company

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

LEASE WITH OPTION TO PURCHASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

LESSOR HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

BOOK 519 PAGE 285

Lease Agreement # 4144-85821
Ref: Master Lease Agreement # 4144-84476

LESSOR TAX I.D. # 94-1081438

LESSEE Baltimore Aircoil Company, Inc.
(Full Legal Name of Lessee)
7595 Montevideo Road
(Street Address)
Jessup (City) Anne Arundel (County) MD (State) 20794 (Zip)
John F. Sutkaytis
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

Street

City County State Zip

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

X Master Lease Agreement # 4144-84476

X Purchase Discount Agreement # Per G4571

X HP Product Warranty, Form # Per G4571 Rev.

X HP Software Terms, Form # Per G4571 Rev.

The following Exhibits checked below are attached hereto and made a part of this Agreement

X Early Buyout Schedule dated 7/1/87

☐ HP State and Local Government Rider Form # Rev.

Terms and Conditions:

1. **Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. **Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 60 months following the "Rent Commencement Date" as defined in paragraph 2 of the above-referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3. **Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of $ 1912.16 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. **Amount Financed:** The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is $ 92,152.14.

5. **Purchase, Renewal, Return Options:** Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for (CHECK ONE)

X ten percent (10%) of the

$$\left[\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}}\right] \times \left[\text{Amount to Finance}\right] \quad \text{OR}$$

☐ the then Fair Market Value of each item of Equipment to be purchased, OR

☐ One Dollar ($1.00) for all items of Equipment (available only for State and Local Government Leases or with special approval).

plus any accrued late charges and taxes applicable to the transfer of of this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}}\right] \times \left[\frac{\text{Original Monthly}}{\text{Payment}}\right]$$

for a six (6) month period after which time title to the Equipment shall pass to Lessee;

(iii) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above or the Fair Market Value, whichever is less, by providing Lessor with sixty (60) days prior written notice.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. **Early Buyout Option**: At its option beginning with the thirteenth (13th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buyout Schedule.

7. **Equipment Upgrade/Add-On**: At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. **Upgrade Credit**: If this Equipment Schedule and Payment Agreement reflects an upgrade credit for equipment to be returned by Buyer to Seller, Buyer agrees to return such equipment to Seller within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. **Financing Statement**: LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
See Attached "Equipment Schedule"						

NET PRICE — HARDWARE	$83,278.14
NET PRICE — SOFTWARE	8,874.00
TOTAL NET PRICE — EQUIPMENT	92,152.14
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	$92,152.14

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____ Authorized Signature

NAME/TITLE: _____

DATE: _____

LESSEE: Baltimore Aircoil Company, Inc.

BY: X John F. Sutkaytis Authorized Signature

NAME/TITLE: X JOHN F. SUTKAYTIS, DIRECTOR MIS

DATE: X OCTOBER 19, 1987

HEWLETT PACKARD

FRD/LWOP 12-86

BOOK 519 PAGE 257

EQUIPMENT SCHEDULE :

LEASE #: 4144-85821

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE($)	ITEM DISC	ITEM NET PRICE($)	EXTENDED NET PRICE($)
1	2680A	LASER PRINTER	86050.00	13.00%	74883.50	74883.50
1	OPT.501	GRAPHICS PACKAGE	7450.00	13.00%	6481.50	6481.50
1	2393A	GRAPHICS TERMINAL	2135.00	13.00%	1857.45	1857.45
1	OPT.301	US MODEM CABLE	87.00	13.00%	75.69	75.69
1	36584A*	HP FSP/3000	10200.00	13.00%	8874.00	8874.00

NET PRICE-HARDWARE	83278.14
NET PRICE-SOFTWARE	8874.00
TOTAL NET PRICE EQUIPMENT	92152.14
OTHER COSTS	
LESS DOWN PAYMENT	0.00
AMOUNT TO FINANCE	92152.14

* Indicates software item

BOOK 519 PAGE 288

PRINT OR TYPE ALL INFORMATION

2703356

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

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. R. F. Beall, Inc. 365 Maryland Rt. 3 North Millersville, MD 21108	Check the box indicating the kind of statement. Check only one box. ☒ ORIGINAL FINANCING STATEMENT ☐ CONTINUATION – ORIGINAL STILL EFFECTIVE ☐ AMENDMENT ☐ ASSIGNMENT ☐ PARTIAL RELEASE OF COLLATERAL ☐ TERMINATION
Name & address of Secured Party Baldwin Service Center, Inc. 41 Defense Highway Annapolis MD 21401	Name & address of Assignee Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288
Date of maturity if less than five years	Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

One JCB Model 1400B Loader Backhoe SN/328114 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF

EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

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

Describe Real Estate if applicable:

R. F. Beall, Inc.	Baldwin Service Center, Inc.
Signature of Debtor if applicable (Date) Robert R Beall Pres -10-9-87	Signature of Secured Party if applicable (Date) [illegible] Corp Secy

603591 (8-82)

270357

FINANCING STATEMENT

XXXX subject to recordation tax

Filing Fees: $
A.A.Co. Circuit Court

1. Name of Debtor
Address

H.H. Bunker & Sons, Inc.
825 Ritchie Highway
Severna Park, Md. 21146

2. Name of Secured Party
Address

Annapolis Banking & TrustCo.
P.O. Box 311
Annapolis, MD. 21404

11.00
5.00
.50
87

JA

3. Name of Assignee
Address

Annapolis Banking & Trust Co
Annapolis, Maryland

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

~~XNNdaXXX25NXXXX19XXXNaXXXRXX~~ 1976 Ford LT888 Well Rig CF15
Ser. # T88JVC39516

5. (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference when 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

Debtor(s) H.H. Bunker & Sons, Inc.

by: Harold W. Bunker Jr. Pres

Harold W. Bunker

Secured Party

Annapolis Banking & TrustCo.
(Type Name of Dealership)

by Karen Q. Trettin
Authorized Signature

Karen Q. Trettin/Sr. Br. 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)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3 above.)

11
48650

70353

BOOK 519 PAGE 290

FINANCING STATEMENT

$7,000.00

XXX subject to recordation tax
Filing Fees: 16.00
A.A. Co. Circuit Court

1 Name of Debtor: Brooke M. Thompson
Address: 11210 Thompson Avenue
Reisterstown, Md. 21136

2 Name of Secured Party: Annapolis Banking &TRust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

3 Name of Assignee: Annapolis Banking & Trust Co
Address: Annapolis, Maryland

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

1 CFM Diesel Air Compressor Ser.# 233605

5 (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference when 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:

Debtor(s):

X Brooke M. Thompson
Brooke M. Thompson

Secured Party:

Type Name of Dealership
Annapolis Banking & Trust Co.

By: Karen Q. Trettin
(Authorized Signature)

Karen Q. Trettin/Sr.Branch Officer
Type Name and Title

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11 49.50

BOOK 519 PAGE 291

STATE OF MARYLAND

CA City
11.50
Bmc

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2201359

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 Hubers II, Inc.

Address B & A Boulevard & Bremer Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

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 aforegoing.
One (1) 1987 International Model 1853 school bus s/n 1HVLPUXP3HH502110 with a 66 passenger Thomas school bus body. One (1) used 1972 MCI Model MC7 coach. s/n 9076.

CHECK ☒ THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers

(Signature of Debtor)

John Edward Hubers, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown

(Signature of Secured Party)

W. R. Brown

Type or Print Above Signature on Above Line

1K

BOOK 519 PAGE 292

STATE OF MARYLAND

AA City
Cmtc
11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2210360

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 Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

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 aforegoing.
One (1) used 1977 TMC MC8 Motor Coach s/n 1630.

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)

Hubers' Bus Service, Inc.

(Signature of Debtor)

William J. Hubers, President

Type or Print Above Name on Above Line

William J. Hubers Pres

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

GARTH C. HARDING

Type or Print Above Signature on Above Line

11.50

BOOK 519 PAGE 253

AA Cnty
Rec'd
11:50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270361

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 Lonergan's Charter Service, Inc.

Address 1109 Boucher Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

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 aforegoing.
One (1) new 1988 Ford Model F250 4 x 4 pick-up truck, s/n 1FTHF26M7JNA21696.

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 Pres
(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

W R Brown
(Signature of Secured Party)

W. R. Brown
Type or Print Above Signature on Above Line

11 50

Anne Arundel Co.

BOOK 519 PAGE 294

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270362

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 Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, Maryland 21401

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."

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)

Baldwin Service Center, Inc.
See Attached for original signature
(Signature of Debtor)

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

JA NMCV THOMAS F. PP
LARRY F. KIMMEL, ADMIN. V.P.

17.50

BOOK 519 PAGE 295

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 21st day of October, 1987 by and between

Baldwin Service Center, Inc., having its principal place of business at Defense Hwy. 450 & 178 Annapolis, MD 21401

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 1.5 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair; will not waste nor abuse, nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion, may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense (including reasonable attorneys' fees) that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected, and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof, and all of Mortgagor's equity of redemption therein, at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 1/8% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, 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

Baldwin Service Center, Inc. (Seal)
Mortgagor

Secretary

By Rhoda L. Baldwin, Pres
(Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel } SS

Rhoda L. Baldwin being duly sworn, deposes and says

I ~~XXX~~ She is the President of Baldwin Service Center, 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 21st

day of October 19 87

NOTARY PUBLIC

. . . . .

STATE OF Maryland COUNTY OF Anne Arundel SS

I Ilse H. Fink, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 21 day of October 87 in (Place) Annapolis in said County, before me personally appeared Rhoda L. Baldwin 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

Baldwin Service Center, 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 October 21, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	New Navistar International Single Axle Dump Trucks with 10' Steel Godwin bodies	1954S	1HTLDTVN1HH522126 25652 1HTLDTVN9HH515456
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: Arthur L. Baldwin, Pres

BOOK 519 PAGE 298

FINANCING STATEMENT

State of Virginia

File No. 270363

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

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)	2. a. SECURED PARTY (OR ASSIGNEE) and Address
CARDINAL INDUSTRIES, INC. 333 South Hammonds Ferry Road Glen Burnie, Maryland 21061 2040 South Hamilton Road Columbus, Ohio 43232	EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201
	2. b. ASSIGNEE OF SECURED PARTY (if any) and Address

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.

(Cont'd)

4. Proceeds and products of collateral are covered hereunder.
5. Number of additional sheets, if any, attached hereto: 2
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

DEBTOR:

CARDINAL INDUSTRIES, INC.
(Type Name)

By: _____

Joseph V. Collins
Vice President/Mortgage Co.
(Type Name and Title of Person Signing)

October 21, 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

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.

The Virginia Beach Motel

Finished Building Components consisting of 114 units:

27 (Twenty-Seven)	1-Bed	S/N 3302-3305,3307-3310,3312-3315,3317-3320, 3322-3325,3327-3329,3331-3334
11 (Eleven)	1-Bed Sofa	S/N 3289-3293,3295-3300
9 (Nine)	1-Bed Sofa Eff.	S/N 3262,3288,3294,3301,3311,3316,3321,3326,3330
57 (Fifty-Seven)	2-Bed	S/N 3223-3227,3229-3233,3235-3239,3241-3255, 3257-3261,3263-3267,3269-3273,3275-3279,3281-3287
2 (Two)	2-Bed BFO	S/N 3234,3256
1 (One)	Conf. Room	S/N 3268
1 (One)	Laundry	S/N 3280
1 (One)	Folding	S/N 3609
3 (Three)	Linen	S/N 3228,3274,3306
1 (One)	Reception/Off.	S/N 3240
1 (One)	Managers Apt.	S/N 3335

BOOK 519 PAGE 301

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

1. DEBTOR(S) (Last Name First and ADDRESSES)
PASADENA 4A RENTALS
8004 JUMPERS HOLE RD
PASADENA MD 21122
15002144 0 AC

2. SECURED PARTY(IES) and ADDRESSES
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE (if any) 10MAY 00

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. BK 473 PG 233 251986
Filed with: ANNE ARUNDEL MD Date Filed: 10MAY84

5. [ ] CONTINUATION. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. [X] 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. Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented: 200CT87

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

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

RECORD FEE 10.00
POSTAGE .50
#016070 CTXT R04 T13:50
10/27/87
JA

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21401

CEERE CREDIT SERVICES INC.

MANAGER OF PROCESSING
Manager, Processing
John Deere Company

STANDARD FORM - FORM UCC3

FILING OFFICER COPY - ALPHABETICAL

BOOK 519 PAGE 302 270364

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)

Woodrow Wilbur Wolford
7733 Telegraph Road, Lot 10
Severn, MD 21144

(2) Secured Party(ies) (Name(s) And Address(es))

Home Owners Funding Corp.
of America
Three Burlington Woods
Burlington, MA 01803

RECORD FEE 11.00
#015790 CTTT R04 T13:16
10/07/87

(3) (a) ☐ Collateral is or includes fixtures
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5)
(If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types (or items) of property. Make Liberty Size 70x14 Year 1986

Serial #08L57822
Used Mobile Home - together with all appliances, equipment, accessories, parts and accessories thereon and all proceeds, replacements or additions therefore and all substitutions, all as more fully described in the Manufactured Home Retail Installment Sales Agreement between Debtor and Secured Party.

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Woodrow Wilbur Wolford

(By) _____

Standard Form Approved by N.C. Sec. of State and other states shown above.

(717) 555-1212

(1) Filing Officer Copy - Numerical

Secured Party(ies) (or Assignees)

HOMEOWNERS FUNDING CORP.

(By) [illegible]

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and X
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK 519 PAGE 303

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270305

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. $ 83,000.00

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

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

1. DEBTOR

Name Morley Enterprises, Inc., A Michigan Corporation

Address 18577 East Nine Mile Road, East Detroit, Michigan 48021

2. SECURED PARTY

Name Michigan National Bank

Address 300 River Place, Suite 6000, Detroit, Michigan 48207

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)

The collateral as more fully described in the attached Exhibit "A", including any proceeds, and including those items described in Schedule 1 of Exhibit "A".

Name and address of Assignee

(A) All accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, (B) inventory, goods, (C) equipment, including all inventory, furniture, furnishings, and vehicles described below, (D) and those specifically listed in Schedule attached below, (E) together with all accessories, parts, attachments and appurtenances used in connection therewith, as now owned or hereafter acquired and proceeds, products of hazard insurance, products, and eminent domain or condemnation awards of all of the foregoing.

8095 F. Edwin Raynor Blvd.

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)

Morley Enterprises, Inc., A Michigan Corporation

X Homer W. Morley

(Signature of Debtor)

Thomas Morley, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michigan National Bank

Ronald W. Lech II, Second V.P.

Ronald W. Lech II

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13

581.50

EXHIBIT A

TO FINANCING STATEMENT (UCC-1/UCC-1A) BY

Morley Enterprises, Inc., A Michigan Corporation

This Financing Statement covers the following types (or items) of property (hereinafter referred to as the Collateral):

(a) All supplies, equipment and fixtures described in Schedule 1 attached hereto and incorporated by reference herein, and including all accessions, parts attached thereto or used or intended to be used in connection therewith and all books, records, instruments and documents relating thereto, and all substitutions of, improvements to and replacements of as well as all additions to the foregoing, whether now owned or hereafter acquired by the Debtor;

(b) Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards with respect to the foregoing. In addition thereto, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattal paper, cash, property and the proceeds thereof (whether or not the same are Collateral or Proceeds thereof hereunder) owned by Debtor or in which Debtor has an interest, which are now or at any time hereafter in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in possession of any third party acting or. Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Secured Party has conditionally released the same (excluding, nevertheless, any of the foregoing assets of the Debtor which are now or at any time hereafter in possession or control of Secured Party under any written trust agreement wherein Secured Party is trustee and Debtor is trustor);

The real estate upon which the collateral is now or may hereafter be located is commonly known as Chesterfield Plaza, 8095 F Edwin Raynor Blvd., Padadena, Maryland, 21122.

INITIAL HERE T.M.M. X

INITIAL HERE

SCHEDULE 1

1 60" Retarder w/overshelf & racks
1 72" Retarder w/overshelf & racks
1 90" Retarder w/overshelf & racks
1 Pizza Pride sheeter
or
1 Anets sheeter
1 2-compartment vegetable sink w/faucet
1 3-compartment sink
1 14" faucet w/pre-rinse
1 hand sink w/faucet
12 sinc shelves w/ 8 wall standards
14 polyguard shelves w/ 4 upright standards
16 76" posts
1 dunage platform
6 stainless steel worktables w/ casters
1 Pizza Pride Electric Oven or
1 Pizza Pride Gas Oven or
1 Middleby-Marshall Gas Oven
oven exhaust fans, ductwork & curbs
1 oven parts kit
1 Amana Microwave (RC6PB)
1 VCM-40-220 V Berkel Mixer
1 Northland Frost Free Freezer
1 Proofer cabinet
1 Manitowoc Ice machine w/bin
1 Vollrath walk-in cooler w/compressor
1 floor safe
1 Menuboard w/companion board
1 Acroprint Time Clock w/card racks
2 RC Allen cash registers
or
2 Sharp cash registers
Signage, wall lettering, murals & logos

Standard LC counter systems
Wood benches
Canvas umbrellas
Warming lights
1 EL-32C Cono Cup Dispenser
2 EL-30 Cup dispensers w/ collars
1 EL-16C Cono Cup dispenser
4 RA-70 EH 24 Dough racks
96 18" x 26" alum. dough trays or
96 Camlite yellow dough trays
50 10" pizza pans
75 12" pizza pans
125 14" pizza pans
6 sandwich pans
24 bread pans
3 10" sauce templetes
3 12" sauce templates
3 14" sauce templates
3 pan grippers
3 pizza cutters

INITIAL HERE T.M.M. X

INITIAL HERE

INITIAL HERE

1 21" wood handled fork
1 1 qt. measuring cup
1 1 gal. measuring pitcher
1 R.M. 64oz. clear flour scoop
2 medium cheese cups
2 large cheese cups
2 cornmeal shakers
3 lexan cheese shakers
2 6" clear squirt bottles
4 R.M. 3½ qt. clear containers w/lids
14 cambro 1/6 6" deep pans w/lids
14 cambro 1/6 4" deep pans w/lids
18 cambro 1/3 6" deep pans w/lids
12 cambro 1/2 6" deep pans w/lids
24 cambro full 6" deep pans w'lids
4 12qt. containers w/lids
3 22qt. containers w/lids
1 22qt. containers w/ spigot & lid
2 60 qt. S.S. crocks w/lids
1 11 qt. collander
1 R.M. 9½" scraper
1 R.M. 13½" scraper
3 3" pastry brushes
2 6" dough cutters
1 Keen Kutters
1 Ekco ladle
3 Ekco nylon servers
1 2oz. s.s. ladle
1 24oz. s.s. ladle
2 3½" paring knives
1 10" cooks' knife
1 double handled cheese knife
1 24" french wire whip
3 6oz. clear bar scoops
1 30" ticket minder
2 44" ticket minders
4 refrigerator/freezer thermometers
2 32oz. Homa scales
1 40 lb. Homa scale
1 Edlund can opener
1 Senior slice chief w/wedge
3 check spindles
6 12" adaptor bars
1 Nomad floor mat
1 10 gal. Brute container w/lid
1 sand urn w/top
3 liquid hand soap dispensers
3 roll towel dispensers
1 18 qt. step on container
6 oven mitts
1 14" x 43" prep table rack
2 32 gal. Brute containers w/lids
1 55 gal. Brute container w/lid
1 55 gal. dolly
1 dust pan
1 mop bucket w/ wringer
1 14" window squeege & brush
1 handle for brush & squeege
1 push broom w' handle
1 oven broom
2 warehouse brooms

STATE OF MARYLAND

Filed with: Anne Arundel County Clerk of Circuit Ct.

BOOK 519 PAGE 306

FINANCING STATEMENT FORM UCC-1

Identifying File No. 92A3366

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~~ LESSEE

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

Address 1302 Concourse Drive, Suite 300, Linthicum Heights, MD 21090-101

2. ~~SECURED PARTY~~ LESSOR

Name COMPUTER SALES INTERNATIONAL, INC.

Address 10845 Olive Boulevard

St. Louis, Missouri 63141

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)

(6) IBM 3196-A10 and (1) IBM 4224-101 leased by Lessor to Lessee pursuant to Equipment Schedule Three to Master Lease No. 110444 between the parties. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.
Equipment Location: 1302 Concourse Drive, Suite 300
Linthicum Heights, Maryland 21090-101

Name and address of Assignee

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)

DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

(Signature of ~~Debtor~~ Lessee)

Pierre M. Dossman, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

COMPUTER SALES INTERNATIONAL, INC.

Lorraine S Cherrick
(Signature of ~~Secured Party~~ Lessor)

Type or Print Above Signature on Above Line

1150

CSI

BOOK 519 PAGE 307 ORIGINAL

COMPUTER SALES INTERNATIONAL, INC.

10845 Olive Boulevard
St Louis, Missouri 63141
(314) 997-7010

MAILING ADDRESS
Post Office Box 16264
St Louis, MO 63105

EQUIPMENT SCHEDULE NO THREE Dated as of September 15 1987

Lessor and Lessee named below hereby agree that, except as modified or superseded by this Equipment Schedule or any Addenda hereto, all of the terms and conditions of the Master Lease Agreement No 110444 dated May 19, 1987, are hereby incorporated herein and made a part hereof.

EQUIPMENT LOCATION: 1302 Concourse Drive, Suite 300
Linthicum Heights, Maryland 21090-101

LESSOR: COMPUTER SALES INTERNATIONAL, INC.

LESSEE: DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
1302 Concourse Drive, Suite 300
Linthicum Heights, Maryland 21090-101

1. Equipment:

Qty	Type/Model	Feature (Qty per Unit)	Description	Serial Number	New Used	Monthly Rental Per Unit
6	IBM 3196-A10		Display Station		New	
1	IBM 4224-101		Printer - 200 CPS Max		New	

2. Monthly Rental for all Units: _____

3. Initial Term: thirty-three (33) months

4. Anticipated Installation Date: October 1987

5. Addendum One hereto is incorporated herein by this reference. [X] (check box if applicable).

6. A photocopy of this Equipment Schedule, and any exhibits or addenda hereto, may be filed as a precautionary Uniform Commercial Code Financing Statement to evidence Lessor's interest in the Equipment.

COMPUTER SALES INTERNATIONAL, INC.

BY: E. WILLIAM GILLULA
TITLE: SR. VICE PRESIDENT
DATE: OCT 14 1987

LESSEE: DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
BY: [signature]
TITLE: Vice President, Operations
DATE: October 7, 1987

FBO

005/6-87/2M

Anne Arundel County
A/C# C-02-04801-5

BOOK 519 PAGE 308

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2703367

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. $ 36,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $252.00.

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

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Ave. N.E. 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 17.00
RECORD TAX 252.00
POSTAGE .50
#016010 C777 R04 T13:42
10/27/87
4

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)

Arundel Crane Service Corporation

See attached for originial signature
(Signature of Debtor)

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)

LARRY F. KIMMEL, ADMIN V.P.
Type or Print Above Signature on Above Line

17.50

BOOK 519 PAGE 309

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of October, 1987 by and between

Arunga[illegible] Corporation, having its principal place of business at 115 Wellington Ave. W.P., 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, 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 fees, 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 endorsor 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 Mortgagor 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 1.5% or 18% 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 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 where 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 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 5th 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 the rate 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 10% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing signed by an officer of Mortgagee shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure 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 inure 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: Arundel Crane Service Corporation (Seal)
Mortgagor

Secretary By Gary P. Cearfoss (Title) Sec/Treas

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel } SS

Gary P. Cearfoss being duly sworn, deposes and says:

1. He is the Secretary/Treasure of Arundel Crane Service Corporation (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 ____ Gary P. Cearfoss

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 _____

Arundel Crane Service Corporation

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 October 20, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Four (4)	New GSI Scissor Lifts	20NE	86120 86124 86122 86121
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: Larry P. Rinehart Secy/Treas.

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

BOOK 519 PAGE 312

MARYLAND FINANCING STATEMENT

270368

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: William R. Pinkard, Jr.
(Name or Names)
7955 Freetown Road, Glen Burnie, MD 21061
(Address)

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

2. SECURED PARTY: DiMarzo & Dellinger Truck Sales, Inc.
(Name or Names)
1312 Ritchie Road, Capitol Heights, MD 20743
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

RECORD FEE 11.50
POSTAGE .50
#016000 CHT R04 TRN
10/27/87

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

One - 1987 Harmon Model 57P Truck with 14½' Aluminum R/S Dump Body
S/N 1JUCEF186H1000235 S/N 87030412

WE HEREBY CERTIFY THAT A FILING HAS BEEN MADE WITH THE M.V.A.

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

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

DEBTOR(S):
William R. Pinkard, Jr.
By: William R. Pinkard (Title)
William R. Pinkard, Jr.
(Type or print name of person signing)

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

SECURED PARTY:
DiMarzo & Dellinger Truck Sales, Inc.
By: Bernard B. DiMarzo Pres
Bernard B. DiMarzo, President
(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corporation
8767 Satyr Hill Road, Baltimore, MD 21234

11.50

BOOK 519 PAGE 313

2703C9

MARYLAND FINANCING STATEMENT

UCC-1

☒ Not Subject to Recordation Tax - Conditional Sales Contract

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

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

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

1. DEBTOR: DECORA STONE OF MARYLAND, INC. (Name or Names)
1174 W. CENTRAL AVENUE DAVIDSONVILLE, MARYLAND 21035 (Address)

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

2. SECURED PARTY: D.A.Z. CORPORATION (Name or Names)
8539 ASHWOOD DRIVE CAPITAL HEIGHTS, MARYLAND 20753 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND (Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203 (Address)

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

One (1) 1986 International Harvester model 1654 truck chassis, s/n 1HTLAHEM5GHA22064 with Knapheid 16 flat bed body, s/n 832090.

RECORD FEE 11.00
POSTAGE .50
#015950 CXT7 R04 T13:50
10/07/91

NOT SUBJECTO TO RECORDATION TAX - CONDITIONAL SALES CONTRACT AGREEMENT

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

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

DEBTOR(S):
DECORA STONE OF MARYLAND, INC.
By: _____ (PRES) (Title)
(Type or print name of person signing)

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

SECURED PARTY:
D.A.Z. CORPORATION
By: _____
(Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND
P. O. BOX 22497 ATTN: M. BASS
BALTIMORE, MARYLAND 21203

11.50

BOOK 519 PAGE 314

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

1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
United Propane, Inc. 205 Najoles Rd. Millersville, Maryland 21108 (Ann Arundel Co.)	Chemi-Trol Chemical Co. 2776 C.R. 69 Route 1 Gibsonburg, Ohio 43431 (Sandusky Co.)	

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

Note 882

See attached for tank serial numbers.

Subject to Recordation Tax PAID
Ann Arundel County Circuit Court
$27311.00 Valuation
$3.30 per 1000.00 of Valuation
= 90.13 tax

RECORD FEE 10.00
POSTAGE .50

Check [x] if covered: [ ] Proceeds of Collateral are also covered [ ] Products of Collateral are also covered

BK #480 PG # 344

No. of additional sheets presented:

Filed with: County Recorder

TERMINATION STATEMENT

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

Dated: Sept 15, 1981 By: Chemi-Trol Chemicals Co. Sandy Doyle Sales Mgr.

Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

BOOK 519 PAGE 315 270371

FINANCING STATEMENT

Not Subject to Recordation Tax

RECORD FEE 13.00
B013820 CTT R04 T13:
10/27/00
CK

Name of Debtor	Mailing Address
Arthur Ray Asbury, Jr. Arthur Ray Asbury, Sr. Marie B. Asbury	488 Patuxent Road #15 Odenton, Maryland 21113

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1986, Imperial Homes, Sovereign, Print 505 Mobile Home, 14 X 70, Blue, Serial Number IHB6999

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

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

Debtor

X Arthur Ray Asbury Jr.
ARTHUR RAY ASBURY, JR.

X Arthur Ray Asbury Sr.
ARTHUR RAY ASBURY, SR.

O Marie B. Asbury
MARIE B. ASBURY

Secured Party

THE BANK OF BALTIMORE

BY Juanita Hamilton

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

13.00

PCS 0847

13

STATE OF MARYLAND

BOOK 519 PAGE 316

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262491

RECORDED IN LIBER 499 FOLIO 354 ON 6/26/86 (DATE)

1. DEBTOR

Name Annapolis Pizza, Inc.

Address 110 Hillsmere Rd., Annapolis, MD

2. SECURED PARTY

Name Manufacturers National Bank of Detroit

Address 29201 Telegraph Rd., 2nd Floor/Regional Banking Div., Southfield, MI 48034

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.)

Assignee: Chase Commercial Corporation
440 S. LaSalle Street
Chicago, IL 60605

Manufacturers National Bank of Detorit

Dated

Lisa Crutt
(Signature of Secured Party)

Type or Print Above Name on Above Line

2703373

BOOK 519 PAGE 317

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)

INTERNATIONAL TOTAL SERVICES, INC.
1114 Terminal Tower
Cleveland, OH 44113

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

CITICORP INDUSTRIAL CREDIT, INC.
200 South Wacker Drive
Chicago, IL ~~60603~~ 60606

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:

See Exhibit A attached hereto.

TAX IS BEING PAID $280.00

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

CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected.

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Anne Arundel County Clerk, Maryland

INTERNATIONAL TOTAL SERVICES, INC.
Robert Weitzel, Chief Executive Officer
By [signature] CEO
Signature(s) of Debtor(s)

CITICORP INDUSTRIAL CREDIT, INC.
William Hartmann, Vice President
By [signature] VP
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

6. FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

all present and future accounts, contract rights, purchase orders, documents, chattel paper, instruments, general intangibles, and the proceeds and products thereof, materials, supplies, inventory, work in process and finished goods, patents, patent rights, trade names, trademarks, tax refund claims, and insurance policies now owned or hereafter acquired, real estate, machinery, equipment, appliances, apparatus, tools, machine tools, supplies, accessories, parts, materials, furniture, fixtures, goods and chattels of every kind and wherever located now owned or hereafter acquired.

Debtor: INTERNATIONAL TOTAL SERVICES, INC.

Secured Party: CITICORP INDUSTRIAL CREDIT, INC.

To be recorded in the
Financing Statement Records of
Anne Arundel County

BOOK 519 PAGE 319

Not subject to recordation tax. The appropriate amount of documentary stamps has been affixed to a deed of trust recorded among the Land Records of Anne Arundel County securing an indebtedness in the amount of $9,900,000.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27703774

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 August 31, 1983 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CC&F Anne Arundel Investment Company

Address c/o Cabot, Cabot & Forbes, 60 State Street, Boston, Massachusetts 02109

2. SECURED PARTY

Name The Lomas & Nettleton Company

Address 2001 Bryan Tower, Suite 3600, Dallas, Texas 75201

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 of the items of personal property listed in the Schedule attached herto, owned or hereafter acquired by the Debtor and located on or about or in any way pertaining to the improvements constructed on the real property in Anne Arundel County, Maryland, as more particularly described in Exhibit "A" attached hereto and made a part hereof. The Debtor is the record owner of the real property described in Exhibit "A".

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)

See continuation sheet
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mark Gregor-Pearse
Type or Print Above Signature on Above Line

Authorized Officer
The Lomas & Nettleton Company

RETURN TO:
HOLLER AND WORTECK
ATTORNEYS AT LAW
332 BONIFANT STREET
SILVER SPRING, MARYLAND 20910

CONTINUATION SHEET TO
FINANCING STATEMENT BETWEEN
CC&F ANNE ARUNDEL INVESTMENT COMPANY,
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR,
AND THE LOMAS & NETTLETON COMPANY,
AS SECURED PARTY

SIGNATURE PAGE OF DEBTOR

CC&F ANNE ARUNDEL INVESTMENT COMPANY
a Maryland general partnership

By: CC&F East Limited Partnership
a Delware limited partnership
Its Managing Genearl Partner

By: CC&F Investors, Inc.
a Delaware corporation
Its sole General Partner

By: _____
Michael J. Rushman
Its Vice President

Seal

L&N Loan No. 3905
File No. 53852/25466

SCHEDULE OF COLLATERAL COVERED BY FINANCING STATEMENT
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR,
AND THE LOMAS & NETTLETON COMPANY,
AS SECURED PARTY.

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Land") described in Exhibit A, attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) tenants' security deposits, bank accounts established pursuant to Section 4.8 of the Loan Agreement between Debtor and Secured Party dated as of August 31, 1987, contract rights, commitments, construction contracts and architectural agreements arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (l) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (n) all rights, hereditaments and appurtenances pertaining to the foregoing; (o) all rights, titles, interests and privileges of Borrower under the Agreement between Borrower and the Anne Arundel County, Maryland, dated August 28, 1987, regarding the construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "County Agreement"); (p) all rights and privileges of Borrower under the Agreement between Borrower and CSX Realty, Inc., dated August 28, 1987, regarding the construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "CSX Agreement"); and (q) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to

the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

EXHIBIT "A"

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which, according to a survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated September 29, 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the northern right of way line of Kembo Road, said point being 36.33 feet left of base line of right of way Station 12+13.00 as shown on State Highway Administration Plat entitled, "MD Route 173 Baltimore City Line to Relocated Solley Road," Plant 46817; thence leaving said point and binding on the eastern right of way line of MD route 173 known as Ft. Smallwood Road, the following fifteen courses and distances as shown on Maryland State Highway Administration right of way plats #45081, 45080, and 45079

1) North 65° 16' 24" West 101.60 feet to a point; thence

2) 467.73 feet along the arc of a curve to the right with a radius of 3,404.05 feet a chord bearing North 09° 18' 27" West a distance of 467.37 feet to a point; thence

3) North 01° 09' 05" East 49.15 feet to a point; thence

4) 117.10 feet along the arc of a curve to the right with a radius of 3,199.05 feet and a chord bearing of North 03° 12' 05" West a distance of 117.09 feet; thence

5) North 02° 09' 10" West 180.16 feet to a point; thence

6) North 09° 09' 26" East 50.99 feet to a point; thence

7) North 07° 51' 48" West 251.25 feet to a point; thence

8) North 02° 09' 10" West 505.29 feet to a point; thence

9) North 21° 41' 18" East 107.32 feet to a point; thence

10) 155.50 feet along the arc of a curve to the left with a radius of 2,669.79 feet with a chord bearing of North 05° 32' 49" a distance of 155.48 feet; thence

11) North 45° 23' 30" West 65.19 feet to a point; thence

12) 329.21 feet along the arc of a curve to the left with a radius of 2929.79 feet a chord bearing of North 11° 15' 58" West a distance of 329.04 feet; thence

13) North 14° 29' 07" West 228.09 feet to a point; thence

14) North 06° 31' 16" West 100.97 feet to a point; thence

15) North 14° 29' 07" West 193.54 feet to a point that intersects the southern boundary line of Baltimore City; thence binding on said line

16) South 67° 57' 39" East 1666.83 feet to a concrete monument found; thence

17) North 51° 15' 29" East 1193.72 to a point that intersects the southern right of way line 400 feet wide of a railroad; thence leaving said Baltimore City line and binding on said railroad right of way line; thence

18) South 28° 04' 50" East 1479.60 feet to a point that intersects the northern right of way 80 feet wide of Kembo Road; thence binding on said right of way

19) South 59° 43' 49" West 3177.34 feet to the point of beginning.

Containing in all 114.464 acres of land more or less.

Being part of the second parcel of land described in deed recorded in Liber 1183, Folio 418 dated 17 January 1958 from Marley Neck Patapsco Company to Kennecott Refining Corporation.

BOOK 519 PAGE 325

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 22203775

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

Address

2. SECURED PARTY

Name

Address BO

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

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)

James Chaney
(Signature of Debtor)

JAMES CHANEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

1.34/73

CK

11 21 .50

BOOK 519 PAGE 326

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 [illegible] Identifying File No. 13435

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. $ [illegible]	If this statement is to be recorded in land records check here. ☐

This financing statement Dated OCT 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID MATTHEWS & PEGGY LACY

Address [illegible] FAIRMEAD LOT 2 DORCHESTER MD 21613

2. SECURED PARTY

Name AMCO FINANCIAL SERVICE

Address PO BOX [illegible] ELKTON MD 21921

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

3. Maturity date of obligation (if any) OCT 19, 1990

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

BIKES, BOAT MTR, CAMP EQP, LWN MWR, HM COMP, JEWEL, STEREO EQP, SPKR, TV

Name and address of Assignee		
	FEE	12.00
	ST. MT. TAX	14.00
	TOTAL	50

[illegible] 50

CK

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 K. Matthews
(Signature of Debtor)

DAVID MATTHEWS
Type or Print Above Name on Above Line

Peggy Lacy
(Signature of Debtor)

PEGGY LACY
Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

18 50

STATE OF MARYLAND

BOOK 519 PAGE 327

(ANNE ARUNDEL COUNTY)

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266139

RECORDED IN **LIBER** 508 **FOLIO** 302 ON 2/11/87 (DATE)

1. DEBTOR

Name Carty Enterprises, Inc.

Address 2600 Pittman Drive, Silver Spring, MD 20910

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue, Towson, MD 21204

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

AMEND SECURED PARTY'S NAME TO READ: MNC Commercial Corp

Carty Enterprises, Inc.
BY: MNC COMMERCIAL CORP
as the Debtors attorney-in-fact

MNC COMMERCIAL CORP

BY: [signature]

Dated 10/23/87

[signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

BOOK 519 PAGE 328

2703377

FILE # 13436

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

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: P. O. BOX 997

CITY & STATE GLEN BURNIE, MD. 21061

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DONALD DENNIS & GAIL MOORE		OCTOBER 16, 1987	
ROUT BTOWER RD.		ACCOUNT NO	TAB
TEVGER, MD.	21644		

Filed with

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

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

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

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

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 15.00
RECORD TAX 17.50
POSTAGE .00
POSTAGE .50
#134230 CSAJ P01 T14:19
10/23/87
CK

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS $ 2192.04.

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

BY David M. Butler
~~DAVID M BUTLER ACCT. REPRESENTATIVE~~
TITLE

Donald L. Dennis
DONALD L. DENNIS DEBTOR

Gail Moore
GAIL MOORE DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

15
17.50

BOOK 519 PAGE 329 270373

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

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: _____

CITY & STATE: _____

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		10-23-87	
		ACCOUNT NO	TAB
		364806461	61

13471

Filed with: clk of crt a a co.

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

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

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

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

(c) Other (describe)

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
0134A40 C345 R03 12:44:20
10/28/87
OK

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

$ 3364.53.

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

BY [signature] Admin Asst
TITLE

[signature] DEBTOR

[signature] DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

D-
3450
.50

BOOK 519 PAGE 330 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 220379

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. ☐

#13477

This financing statement Dated 1 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

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

3. Maturity date of obligation (if any) 11-1-90

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

Name and address of Assignee

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)

C15

(Signature of Debtor)

Type or Print Above Name on Above Line

Janice Hale
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line CSR.

12150

BOOK 519 PAGE 331 STATE OF MARYLAND 2270380

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13370

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. $ 3364.53

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

This financing statement Dated 09-14-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WALTER AND MARIAN ERGOTT

Address 7908 LIBERTY CIRCLE PASADENA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 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) 09-19-90

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

GRDN TLS, JEWEL, PIANO, SPKR, TV, VCR, TOOLS

Name and address of Assignee

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)

Walter L Ergott
(Signature of Debtor)

WALTER L. ERGOTT
Type or Print Above Name on Above Line

Marian Ergott
(Signature of Debtor)

MARIAN ERGOTT
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

10 2450.50

BOOK 519 PAGE 332 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. [illegible]

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. $ [illegible]

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

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

1. DEBTOR

Name [illegible]

Address [illegible]

2. SECURED PARTY

Name [illegible]

Address [illegible]

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

3. Maturity date of obligation (if any) [illegible]

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee

[illegible] FEE	11.00
[illegible] TAX	17.50
[illegible]	.50
[illegible]	[illegible]

CK

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)

Melissa Richardson
(Signature of Debtor)

MELISSA B RICHARDSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSP
Type or Print Above Signature on Above Line

11 [illegible] .50

BOOK 519 PAGE 333

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13387

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. $ 2156.19

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

This financing statement Dated 09-24-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name DANIEL J. ARD

Address 7926 E REED CT. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 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) 09-30-89

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

ANS MAC, ART, BIKE, BINOC, BKS, CAM EQP, CAMP EQP, CN/ STMP COLLECT, FIREARMS, WD ETR, LWN MWR, GRDN TLS, JEWEL, TRLBIKE, GUITAR, PIANO, FISH EQP, STEREO EQP, TV, TRLR, TYPWTR, VCR, VDO GAMES, CHN SW, DRL/DRL PRS, HD TLS, TBL ARM SW

Name and address of Assignee

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)

Daniel J. Ard
(Signature of Debtor)

DANIEL J. ARD
Type or Print Above Name on Above Line

Dorothy Ard
(Signature of Debtor)

DOROTHY ARD
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER --ACCT. REPRESENTATIVE
Type or Print Above Signature on Above Line

PK 17.50 SO

BOOK 519 PAGE 334 STATE OF MARYLAND 270383

FINANCING STATEMENT FORM UCC-1 Identifying File No. 13453

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. $ [illegible]

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

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

1. DEBTOR

Name [illegible]

Address [illegible]

2. SECURED PARTY

Name [illegible]

Address [illegible]

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

3. Maturity date of obligation (if any) [illegible]

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee

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)

Kimberly A. Slayton
(Signature of Debtor)

EMP F/C KIMBERLY SLAYTON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

EMP F/C
Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSP
Type or Print Above Signature on Above Line

11 12.50

BOOK 519 PAGE 335

270364

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

FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS:

CITY & STATE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT 10/22/87	
		ACCOUNT NO	TAB

134Kel

Filed with:

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

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

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

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

(c) Other (describe)

CK

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS $ 3364.53.

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

BY Monica D. Carter CSR
TITLE

Frank P. Spugel III
DEBTOR

Cindy L. Spugel
DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

13
24.50
.50

BOOK 519 PAGE 336

270385

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
XX Subject to Recordation Tax; Principal Amount is $ 40,000.00

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

Name of Debtor	Address
Annapolis Radiator and Body Shop	1023 Spa Road 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):

One New Spray-Bake Downdraft Spraybooth by Spray-Masters Model #SB10DD5MO Serial #SI1087525 and all accessories attached or hereafter appertaining.

CK

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor) Annapolis Radiator and Body Shop

BY: Philip I. Clow
Philip I. Clow, Owner

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY John R Ludwig
JOHN R LUDWIG ASST VICE PRESIDENT

Type or print names under signatures

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

270385

BOOK 519 PAGE 337 2703366

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 20,000.00

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

Name of Debtor	Address
Line Seven, Inc.	1811 Virginia Ave. 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):

1 Televideo PS/286-65 File Server; 5 Televideo Network Access Cards; 1 UPS Power System; 5 Cables RS422(Network); 10 Cartridges Tape; 1 Televideo Network Access Card, as well as, all hardware, software, and other peripheral equipment attached hereto and made a part hereof or hereafter acquired.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Line Seven, Inc.

By: T. Rose Glover

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY

Type or print names under signatures

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

15.00

BOOK 519 PAGE 338

2703637

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax. Principal Amount is $ 125,000.00

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

DEBTOR	SECURED PARTY (OR ASSIGNEE)
	Bank of Maryland
MARYLAND MACHINERY , INC. (Name)	Attn: THOMAS LAUER (Name of Loan Officer)
512A CRAIN HIGHWAY (Address)	502 Washington Avenue (Address)
GLEN BURNIE, MARYLAND 21061	Towson, Maryland 21204

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

X ☐ Equipment Collateral. The Debtor's equipment of the following description

JCB Backhoe/loader
Model 1400B s/n 311143

JCB Loadall Model 525-B-4H.L. s/n 272215
JCB Backhoe/ Loader Model 1400 B s/n 309968
JCB Backhoe/Loader Model 1400 B s/n 311570

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type, including cash and non-cash proceeds;

CK

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

Record Owner, if different from the Debtor: _____

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

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
MARYLAND MACHINERY , INC. (Seal)	(Seal)
(Seal) (Signature)	(Seal) (Signature)
WILLIAM GRETSINGER, PRESIDENT (Print or Type Name)	(Print or Type Name)

BS-0850A 8406

115.50

A/C# 04652
A.A. Co.

519 PAGE 339

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270388

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 Command Technology, Inc.

Address 2600 Cabover Drive Suite M, Hanover, MD 21076

2. SECURED PARTY

Name Chesapeake Machine Tool Sales, Inc.

Address 7146 Montevideo Rd. Jessup, MD 20794

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)

Command Technology, Inc.

See attached for original signature
(Signature of Debtor)

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 LARRY F. KIMMEL ASST. V.P.

13.50

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

4

BOOK 519 PAGE 340

CONDITIONAL SALE CONTRACT NOTE

TO: Chesapeake Machine Tool Sales, Inc. (Seller)
7146 Montevideo Rd., Jessup, Maryland 20794 (Address of Seller)

FROM: Command Technology, Inc. (Buyer)
2600 Cabover Dr., Suite M, Hanover, Maryland 21076 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)

One (1) New Matsuura, Model 500,
Machining Center,
S/N 85065096 with Yasnac controls.

(1) TIME SALES PRICE $ 94,313.20
(2) Less DOWN PAYMENT IN CASH $ 7,321.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ - 0 -
(4) CONTRACT PRICE (Time Balance) $ 86,992.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2600 Cabover Dr., Suite M, Hanover, Maryland 21076

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty six thousand nine hundred ninety two and 20/100********** Dollars ($ 86,992.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the _____ day of _____, 19 ____, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of $ 1,449.87 and the final installment being in the amount of $ 1,449.87

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, receive 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: March 15 19 87

BUYER(S)-MAKERS(S):

Accepted Chesapeake Machine Tool Sales, Inc. (SEAL)
(Print Name of Seller Here)
By: Alexander Lowman Palm
Alexander Lowman

Command Technology, Inc. (SEAL)
(Print Name of Buyer-Maker Here)
By: George R. Braswell Pres
Co-Buyer-Maker: George R. Braswell, Pres.

(Witness as to Buyer's and Co-Maker's Signature)

(SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 519 PAGE 341

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, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing 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 to 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 R. 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's execution of this assignment and endorsement, Seller hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney in fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date _____ 19 _____

Chesapeake Machine Tool Sales, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By [signature]
(Signature, Title of Officer, "Partner" or "Proprietor")
Signature of Seller

BOOK 519 PAGE 342

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270383

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~~ LESSEE:

Name RIVERA TIRE SALES & SERVICE, INC.

Address 8521 Ft. Smallwood Road , Pasadena, MD 21122

2. SECURED PARTY LESSOR:

Name Century Equipment Leasing Corporation

Address 709 N. Easton Road Willow Grove, PA 19090

Return To

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) Coates Model 1001 Computer Balancer
S/N 07870133 43

Name and address of Assignee
First Eastern Bank N.A.
639 Main Street
Stroudsburg, PA 18360

"TOTAL RECEIVABLE $4,104.00."

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Carl H. Weiland III
(Signature of Debtor)

Carl H. Weiland III - Pres.

RIVERA TIRE SALES & SERVICE, INC.
Type or Print Above Signature on Above Line

Sandy Hogarty Asst.Secy.
(Signature of Secured Party)

CENTURY EQUIPMENT LEASING CORPORATION
Type or Print Above Signature on Above Line

11 31.50 .50

BOOK 519 PAGE 343

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 369105

RECORDED IN LIBER 516 FOLIO 120 ON 8-17-87 (DATE)

1. DEBTOR

Name West Bank Contracting, Inc.

Address 73 Maryland Avenue, Annapolis, MD 21401 (Anne Arundel)

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)

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: x☒ (Indicate whether amendment, termination, etc.) Termination

One)1) Dresser Model 412B Scraper SN 16570
w/cutting edge teeth (Rental)

Dated September 9, 1987

State Equipment, Div. Secorp National, Inc.

Joan Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

10.50

A.A. County

BOOK 519 PAGE 344

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 151

Identification No. 265614 Dated January 15, 1987

1. Debtor(s) Commerce Distributors, Inc.
Name or Names—Print or Type
700 Evelyn Ave., Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

2. Secured Party Richmarc Leasing
Name or Names—Print or Type
700 Evelyn Ave., Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

Please change Secured Party (or Prior Assignee) name

From: Richmarc Leasing

To: Richmarc Leasing Company

Dated: October 22, 1987

The First National Bank of Maryland
Name of Secured Party

Signature of Secured Party

Thomas B. Frazier VP
Type or Print (Include Title if Company)

FNB 1216 NS

16.50

A.A. County

BOOK 519 PAGE 345

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 153

Identification No. 265615 Dated January 15, 1987

1. Debtor(s) Commerce Distributors, Inc.
Name or Names—Print or Type
700 Evelyn Avenue, Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

2. Secured Party Richmarc Leasing
Name or Names—Print or Type
700 Evelyn Avenue, Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Please change Secured Party (or Prior Assignee) name

From: Richmarc Leasing

To: Richmarc Leasing Company

Dated: October 22, 1987

The First National Bank of Maryland
Name of Secured Party

Signature of Secured Party

Thomas B. France VP
Type or Print (Include Title if Company)

FNB 1216 NS

2064

A.A. Co.

BOOK 519 PAGE 346

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 149

Identification No. 265613 Dated January 15, 1987

1. Debtor(s) Commerce Electric Supply Co., Inc.
Name or Names—Print or Type
700 Evelyn Ave., Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

2. Secured Party Richmarc Leasing
Name or Names—Print or Type
700 Evelyn Ave., Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Please change Secured Party (or Prior Assignee) or name

From: Richmarc Leasing

To: Richmarc Leasing Company

Dated: October 22, 1987

The First National Bank of Maryland
Name of Secured Party

Signature of Secured Party

Type or Print (Include Title if Company)

FNB 1216 NS

206.03M.

15.00

STATE OF MARYLAND BOOK 519 PAGE 347

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263977

RECORDED IN LIBER 503 FOLIO 65 ON 9/29/86 (DATE)

1. DEBTOR

Name Institute for Resource Management, Inc.
Norco Technical Services, Inc.

Address The Friary, 1600 Winchester Drive, Annapolis, MD 21043
Attn: Jerry Donahoe

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue, Towson, MD 21204

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Amendment

AMEND SECURED PARTY'S NAME TO READ: MNC Commercial Corp

Institute for Resource Management, Inc.
Norco Technical Services, Inc.
BY: MNC COMMERCIAL CORP
as the Debtor's attorney-in-fact

MNC Commercial Corp

BY: [signature]

Dated Aleyson Cromwell 10/21/87

[signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.00

CK

519-348

not used

10-28-87

BOOK 519 PAGE 349

Anne Arundel

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. 236888

RECORDED IN LIBER 435 FOLIO 21 ON 3-5-81 (DATE)

1. DEBTOR

Name Acton CATV, Inc.

Address One Acton Place, Acton, MA 01720

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1501 Pennsylvania Avenue, N.W.

Washington, DC 20005

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

Debtor address changed to: 100 Unicorn Park Drive
Woborn, MA 01801

Acton CATV, Inc.
By: [signature] VP

Dated 10-21-87

[signature] VP
(Signature of Secured Party)

American Security Bank, N.A.
Type or Print Above Name on Above Line

10.50

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

270391

FINANCING STATEMENT BOOK 519 PAGE 350

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of $150,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Sligh & Associates, Inc., a Maryland Corporation, and
Ernest E. Sligh and
Doris E. Sligh and
William A. Howarth
Tom H. W. Loomis
Joy K. Loomis
David W. Loomis
Linda L. Loomis
John F. Sligh

ADDRESS:

7853 Sellner Road
Jessup, Maryland 20794

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.

B. All proceeds of the above described collateral.

C. All contract rights of and from the herein described property or any part thereof.

CK

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

21.50

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon 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 aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

E. Any and all inventory, accounts receivable and leasehold improvements associated with the operation of any business venture conducted in connection with or on the property described in the Security Agreement heretofore mentioned. This financing statement shall cover any and all presently owned and future acquired assets of the Debtors.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 5.881 ACRES AND EASEMENT FOR INGRESS AND EGRESS TO MD. RT. 175, ANNE ARUNDEL COUNTY, MD. and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 22, 1987

Sligh & Associates, Inc.

ATTEST: By: Ernest E. Sligh (SEAL)
Ernest E. Sligh, President

Doris F. Sligh
Doris F. Sligh, Secretary

Ernest E. Sligh (SEAL)
Ernest E. Sligh

Doris F. Sligh (SEAL)
Doris F. Sligh

William A. Howarth (SEAL)
William A. Howarth

Tom H. W. Loomis (SEAL)
Tom H. W. Loomis

Joy K. Loomis (SEAL)
Joy K. Loomis

David W. Loomis (SEAL)
David W. Loomis

Linda L. Loomis (SEAL)
Linda L. Loomis

John E. Sligh (SEAL)
John E. Sligh

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

SCHEDULE A

30196 All that lot of ground located in the Fourth Taxing District of Anne Arundel County, Maryland; and described as follows:

BEGINNING for the same at a stake in the last line of the property described in a deed from John Damyan, Jr., Trustee, to George Roy Aist and Annie M. Aist, his wife, dated November 4, 1949, and recorded among the Land Records of Anne Arundel County in Liber JRR 545, folio 245, said stake being South 27 degrees 45 minutes West 495.95 feet from a stone heretofore planted at the end of said last line, said stake being also the southwesterly corner of land heretofore conveyed by George Roy Aist and wife to Merle E. Campbell, et al, South 62 degrees 15 minutes East 440.09 feet to a stake in the Westerly line South 18 degrees 47 minutes West 317.95 feet, more or less, to a stake, thence South 75 degrees 10 minutes West 665 feet to a stake in the Easterly line of land of Elizabeth Brown, which said stake is also at the Northwest side of the public road with the use thereof in common, which runs along the westernmost boundary of the whole tract of land of which the land herein described is a part, thence along said side of said road and with the Easterly line of the land of Elizabeth Brown, North 27 degrees 43 minutes East 764.05 feet to the place of beginning. Containing 5.881 acres, more or less.

TOGETHER WITH AND SUBJECT TO the use in common with others of the aforesaid public road for the purpose of ingress and egress to and from the tract of land conveyed by these presents, which said road extends in a generally northeasterly direction along the last or North 27 degrees 43 minutes East 764.05 foot line of the property hereinbefore described to the South side of the State Road leading from Fort Meade to Jessup (Md. Rt. No. 175). The aforesaid public road is also shown on a plat of the "Land of Charles Summers, Fourth District, Anne Arundel County, 195 acres, more or less", said plat recorded among the Land Records of Anne Arundel County in Liber WNW 20, folio 201; and also as shown on a plat made by E. Lacy Chinn, dated August 1903, and recorded among the aforesaid Land Records in Liber GW 52, folio 457.

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

BOOK 519 PAGE 353

270392

FINANCING STATEMENT

1 ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Clerk of the Court 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) — Capitol City Jewelry Co Inc

Address(es) — 2444 Solomons Island Rd. Annapolis, Md. 21401

6 Secured Party Maryland National Bank

Address Department Annapolis Office
Post Office Box 987, Mailstop 500501
Baltimore, Maryland 21203

Attention: Debbie Phipps

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8 ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

RECORD FEE 11.00
POSTAGE .50
H080010 C055 R02 T09:19
10/29/87
CK

Debtor Capitol City Jewelry Co Inc

By _____ (Seal)
Myron B. Freeman, President
Type name and title

By _____ (Seal)
Type name and title

Secured Party Maryland National Bank

By _____ (Seal)
Debra L. Phipps, Sr. Officer
Type name and title

207-95 REV 1 86

MARYLAND NATIONAL BANK

270393

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $203,000.00

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

DATE: October 13, , 1987

FINANCING STATEMENT

1. Debtor: CHEROKEE GROUP, LTD.
Address: c/o Alan A. Brand
7507 Gary Road
Manassas, Virginia 22110

2. Secured Party: HOME FEDERAL SAVINGS BANK
Address: 122-128 West Washington Street
P.O. Box 1179
Hagerstown, Maryland 21741

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

RECORD FEE 13.00
POSTAGE .50
#080390 C055 R02 T10:42
10/29/87
CK

(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, all the units and common elements of Whitehall Marina Condominium (including, without limitation the boot slips appurtenant thereto), or any other improvements 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, units, common elements and other improvements for the purposes for which they were or are to be erected or used, including all goods and chattels and personal property as are used or furnished in operating a building and/or the units and common elements of the marina condominium or the activities conducted therein or thereon, (including, without limitation a 50-ton Acme marine hoist - Model No. H50,

13.00
8

Serial No. 81474), 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 vessels, barges or items of personal property floating in or upon the water adjacent to the premises and attached, affixed or in any manner connected to the premises, or any portion thereof, including without limitation, a house barge known as the "Oceana House Barge."

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

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, 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:

CHEROKEE GROUP, LTD.

By _____
Alan A. Brand, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By _____
Vice President

CFS361.161 E1

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404
File # 5028.02

PARCEL 1: Those Condominium Units located in "Whitehall Marina, A Condominium", and being shown on Plats 1 through 4 of "Whitehall Marina, A Condominium", which plats are recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5 et seq, being Plat No. E-1055, et seq. and described as follows:

(1) Building Unit Nos. A1, A2, A3, B1, B2 and C1;
(2) Yard Work Units and appurtenant Yardwork Area Nos. 62, 125, 126, 127, 128, 129, 130, 131, 132, 133 and 134;
(3) Commercial Storage Units and the appurtenant Exclusive Limited Common Element Boat Slip Nos. 49, 50, 51 and 52.

BEING a part of the residue parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County at Book 3868, page 4; being a part of the property acquired by Cherokee Group Ltd. by Deed from Alan A. Brand dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 275; and being a part of the property acquired by Cherokee Group, Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 279.

PARCEL 2: Beginning for the same at an iron pipe found in the center line of a 16.0 foot right of way, and at the same beginning point as in the conveyance from Steven J. Everd and Margaret Everd, his wife, to Albert A. Harthausea and Erma L. Harthausea, his wife, by Deed dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland at Liber G.T.C. 1267, folio 498; said point being further located on the north side of Homewood Landing Road as shown on a Plat titled "Revised Plat part of Whitehall Manor", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 33, folio 32; thence running from said beginning point so fixed crossing the said 16.0 foot right of way, and leaving said Homewood Landing Road, and running with the outlines of the above mentioned conveyance to Harthausea, as now found and with bearings referred to Maryland Grid North, north 10 degrees 16' 58" east 346.34 feet to an iron pipe found; thence south 75 degrees 56' 06" east 362.27 feet to an iron pipe set; thence south 75 degrees 06' 49" east 512.0 feet to a fourteen inch cedar tree found; thence south 14 degrees 06' 37" west 353.43 feet to a "PK" nail set in the center line of the above mentioned 16.0 foot right of way, and on the north side of the above mentioned Homewood Landing Road; thence with the North side of said Homewood Landing Road, and also running with the center line of the above mentioned 16.0 foot right of way; north 74 degrees, 47' 21" west 752.25 feet to the place of beginning. Containing 6.146 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1975.

BEING the same property conveyed unto Fred L. Willard and Joan R. Willard, his wife, from Albert A. Harthausea and Irma Harthausea, his wife, by Deed dated May 22, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2757, folio 301 and subsequently conveyed to the Cherokee Group Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4199, folio 815.

170394

BOOK 519 PAGE 357

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing 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 $ 100,000 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Powerhouse Tool & Supply, Inc. Address(es): 911A Commerce Rd. Annapolis, MD 21401

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit ~~Attention~~ P.O. Box 871 Attention: Lisa Keller ~~Address~~ Annapolis, MD 21404

CK

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Powerhouse Tool & Supply, Inc.

By: _____ (Seal)
Type name and title, if any: Stephan E. Sobolewski, Pres.

By: _____ (Seal)
Type name and title, if any: Ivy D. Sobolewski, Sec.

Secured Party: Maryland National Bank

By _____ (Seal)
Anne C. Grubb, Officer
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

BOOK 519 PAGE 358 EXHIBIT A

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: Clerk of the Court
Anne Arundel County
RE: Powerhouse Tool & Supply, Inc.

Date: 3/26/87

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral $ 125,000

2. Value non-exempt Collateral $ 25,000

3. Value of Total Collateral $ 150,000

4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral / Value of Total Collateral	x	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
$ 125,000 / $ 150,000	x	$ 100,000	=	$ 83,333.33

5. Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
$ 100,000	-	$ 83,333.33	=	$ 16,666.67

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	x	Tax Rate Per $1,000	=	Recordation Tax Due
$ 16,666.67 / (17,000)	x	$ 7.00		$ 119.00

By: [signature]

STATE OF MARYLAND

BOOK 519 PAGE 359

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257715

87-013

RECORDED IN LIBER 487 FOLIO 481 ON _____ (DATE)

LAWYERS TITLE INSURANCE CORP. 114 E. LEXINGTON STREET THIRD FLOOR BALTIMORE, MARYLAND 21202

1. DEBTOR

Name City of Annapolis

Address 166 Duke of Gloucester Street
Annapolis, MD 21401

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street

Baltimore, MD 21202 Attention: Patrick G. Tehan

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

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

RECORD FEE 10.00
POSTAGE .50
#080510 C237 R02 T12:24
10/29/87
CK

PROVIDENT BANK OF MARYLAND

Dated October 29, 1987

By: _____
(Signature of Secured Party)

Patrick G. Tehan
Type or Print Above Name on Above Line

BOOK 519 PAGE 360

UNIFORM COMMERCIAL CODE

Financing Statement Records

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber E.A.C. 487 Page No. 474

Identification No. 257714 Dated

1. Debtor(s) (FOREST-GEMINI LIMITED PARTNERSHIP
(Name or Names--Print or Type
(1419 Forest Drive Annapolis, Maryland 21403
(Address--Street No., City-County State Zip Code
(

2. Secured Party (PROVIDENT BANK OF MARYLAND
(Name or Names--Print or Type
(114 East Lextington Street Baltimore, Maryland 21202
(Address--Street No. City-County State Zip Code
(

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#080520 C237 R02 T12:24
10/29/87
CK

Dated: October 29, 1987

PROVIDENT BANK OF MARYLAND
Name of Secured Party

Signature of Secured Party

Patrick G. Tehan, Assistant Vice President
Type or Print (Include Title if Company)

App. No. 87-013

2703395

RECORD FEE 26.00
POSTAGE .50
#080530 C237 R02 T12:24
10/29/87
CK

FINANCING STATEMENT

TO BE RECORDED
IN THE FINANCING
STATEMENT RECORDS OF:

NOT SUBJECT TO
RECORDATION TAX

87013

(1) The Maryland Department of Assessments and Taxation
(2) Circuit Court for Anne Arundel County, Maryland

AND AMONG THE LAND RECORDS MAINTAINED BY ANNE ARUNDEL COUNTY, MARYLAND

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

1. NAME AND ADDRESS OF DEBTOR:

Forest-Gemini Limited Partnership
c/o Sylmar Corporation
1410 Forest Drive-Suite 30
Annapolis, Maryland 21403
Attention: Robert Libson
(herein, the "Debtor")

2. NAME AND ADDRESS OF SECURED PARTIES:

Maryland National Bank
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate
Division - Construction
Financing Area
(herein, the "Bank")

and

City of Annapolis
166 Duke of Gloucester Street
Annapolis, Maryland 21401
Attention: Mayor
(herein, the "Issuer")

3. NAME AND ADDRESS OF ASSIGNEE OF CITY OF ANNAPOLIS CITY, MARYLAND

Chemical Bank, as Trustee
55 Water Street
Room 1820
New York, New York 10041
Attention: Corporate Trustee
Administration
Department

26.50

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

(a) The interest of the Debtor in all building materials, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in the City of Annapolis, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and improvements, structures and buildings 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 all alterations, additions, accessions, extensions, betterments, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"); and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated as of October 1, 1987, between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, trustees (the "Deed of Trust"), recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland.

(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 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 any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore made (but not yet received by

the Debtor) 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 part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property and the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and 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 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 of the Real Property, 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.

(e) All the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Real Property, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Real Property.

(f) The interest of the Debtor in the Revenue Fund, the Credit Facility Fund and the Debt Service Fund (each as defined in and created under the Indenture described below) and the Net Proceeds Escrow Fund (as defined in and created under the Deed of Trust) and in all subaccounts created and maintained under any of such funds.

(g) As to the Bank only, the interest of the Debtor in any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Bank or any of its agents, branches, affiliates, correspondents or others acting

on its behalf (this security interest and lien is intended to be in addition to any right of set-off or banker's lien that the Bank may otherwise enjoy under applicable law).

(h) As to the Bank only all right, title and interest of the Debtor in and to the Pledged Bonds (as defined in the Letter of Credit Agreement (described below).

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Parties (or for the benefit of the Secured Parties) under and pursuant to the Deed of Trust and the Loan Agreement dated as of October 1, 1987, between the Issuer and the Debtor (the "Loan Agreement") as security for a loan made by the Issuer to the Debtor (the "Loan") under and pursuant to the Loan Agreement. Such security interest has been simultaneously assigned by the Issuer to the Assignee and to the Bank under and pursuant to a Indenture of Trust dated as of October 1, 1987 between the Issuer and the Assignee (the "Indenture"), entered into as security for the Issuer's City of Annapolis, Maryland Variable Rate Demand/Fixed Rate Revenue Refunding Bonds (Forest-Gemini Limited Partnership Project), 1987 Issue (the "Bonds"), issued pursuant to the Maryland Economic Development Revenue Bond Act, as amended. This Financing Statement also gives notice of and perfects a security interest granted by the Debtor to the Bank under and pursuant to the Deed of Trust and the Letter of Credit Agreement, dated as of October 1, 1987 between the Bank and the Debtor (the "Letter of Credit Agreement"), pursuant to which Letter of Credit Agreement, the Bank has issued its irrevocable letter of credit to provide payment for and to secure the payment of the Bonds. The security interests granted to the Issuer and to the Bank are in the same security and upon any foreclosure of, or realization upon, the security herein described, the proceeds thereof shall be applied between the Secured Parties in the manner set forth in the Intercreditor Agreement (as defined in the Deed of Trust), unless otherwise agreed by the Secured Parties and their assigns.

6. Proceeds (cash and non-cash), including the proceeds of any and all insurance policies in connection with the collateral, and products of the foregoing collateral are also covered.

Debtor:

FOREST-GEMINI LIMITED
PARTNERSHIP

BY: CTP, INC., Managing
General Partner

By: Robert Libson
Name: Robert Libson
Title: President

Mr. Clerk: Return to: Cynthia C. Buescher, Esquire
Miles & Stockbridge, 10 Light Street,
Baltimore, Maryland 21202

WP: AB005513.FIS

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that lot or parcels of land situate in the Sixth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the easterly side of Forest Drive, as shown on State Highway Administration Right of Way Plat #19877, said point being at the beginning of the North 18° 47' 55" West 128.72 foot line of the conveyance from Kent Washington, Inc. to Presidential Realty Corporation by Deed dated July 6, 1977 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2986, folio 585; and running from said beginning point, so fixed, with the easterly side of Forest Drive and the outlines of said conveyance, North 18° 47' 55" West 128.72 feet, North 19° 32' 05" West 100 feet, North 21° 47' 13" West 205.57 feet, North 25° 33' 55" West 12.89 feet to a point of curvature; thence, with the arc of said curve to the right having a radius of 30 feet, a chord of North 19° 26' 05" East 42.42 feet for an arc length of 47.12 feet to a point of tangency on the south side of Gemini Drive, a 60 foot street, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 49, page 30; thence with the south side of Gemini Drive, North 64° 26' 05" East 17.07 feet to a point of curvature; thence with the arc of said curve to the right having a radius of 573.11 feet, a chord of North 78° 39' 48" East 281.72 feet for an arc distance of 284.64 feet to a point of tangency; thence still continuing along the south side of Gemini Drive, South 87° 06' 30" East 183.93 feet; thence leaving Gemini Drive and crossing part of the abovementioned conveyance to Presidential Realty Corporation and with the westerly side of a 40 foot storm drain easement, South 04° 15' 04" West 337.26 feet; thence crossing said 40 foot storm drain easement and with part of the easterly side of same; South 46° 27' 18" East 182.99 feet; thence with a curve to the left having a radius of 265.95 feet, a chord of South 42° 28' 55" West 49.83 feet, for an arc length of 49.91 feet to intersect the North 13° 15' 02" West 34.63 foot line of the above mentioned conveyance to Presidential Realty Corporation; thence with part of said line, and the outlines of said conveyance, North 13° 15' 02" West 30.72 feet, North 46° 27' 18" West 78.00 feet, North 69° 02' 27" West 43.99 feet, South 71° 01' 26" West 53.00 feet, South 18° 58' 34" East 8.00 feet, and South 71° 01' 26" West 269.09 feet to the place of beginning. CONTAINING 4.469 acres.

TOGETHER with the easements, rights of way and other benefits created and granted by the Deed and Easement Agreement recorded in the Land Records of Anne Arundel County in Liber 3147, folio 83; subject, however, to all the covenants, conditions and burdens as created and reserved thereby.

BOOK 519 PAGE 367

70436

RECORD FEE 13.00
POSTAGE .50
#080540 C237 R02 T12:25
10/29/87
CK

FINANCING STATEMENT

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF:

NOT SUBJECT TO
RECORDATION TAX

(1) The Maryland State Department of Assessments and Taxation
(2) Circuit Court for Anne Arundel County, Maryland

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

1. NAME AND ADDRESS OF DEBTOR: City of Annapolis
166 Duke of Gloucester Street
Annapolis, Maryland 21401
Attention: Mayor

2. NAMES AND ADDRESSES OF SECURED PARTIES: Chemical Bank, as Trustee
55 Water Street
Room 1820
New York, New York 10041
Attention: Corporate Trustee Administration Dept.

and

Maryland National Bank
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate Division-Construction Financing Area

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

The "Trust Estate", as defined in the Indenture of Trust dated as of October 1, 1987 (the "Indenture") between the City of Annapolis, the Debtor hereunder (the "Issuer"), and Chemical Bank, as Trustee, one of the Secured Parties hereunder (the "Trustee"). The term "Trust Estate" is defined in the Indenture to mean and include:

(a) All of the Debtor's right, title and interest in and to the Loan Agreement (hereinafter defined), excepting only the Debtor's rights (i) to receive payment of the Administrative Expenditures (hereinafter defined), (ii) to indemnification and (iii) prior to the occurrence of an Event of Default

(hereinafter defined), to receive notices and remedies in connection therewith;

(b) All of the Debtor's right, title and interest in and to the Revenues (hereinafter defined) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred, as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent, to the Trustee.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to each of the Secured Parties under and pursuant to the Indenture, which has been entered into as security for the Debtor's City of Annapolis, Maryland Variable Rate Demand/Fixed Rate Revenue Refunding Bonds (Forest-Gemini Limited Partnership Facility), 1987 Issue, (the Bonds"), issued pursuant to the Act (hereinafter defined).

5. As used in this Financing Statement, the following terms shall have the following meanings:

"Act" means the Maryland Economic Development Revenue Bond Act, consisting of Sections 14-101 through 14-109 of Article 41 of the Annotated Code of Maryland, as amended, and all future acts supplemental thereto or amendatory thereof.

"Administrative Expenditures" has the meaning given to that term in Appendix A of the Indenture.

"Event of Default" has the meaning given to that term in Appendix A of the Indenture.

"Facility" means the two-story retail and office building at the southeast corner of the intersection of Gemini Road and Forest Drive, Annapolis, Maryland, being refinanced with the proceeds of the Bonds and more particularly described in the Loan Agreement.

"Issuer" means the Debtor.

"Loan Agreement" means the Loan Agreement dated as of October 1, 1987 between the Issuer and Forest-Gemini Limited Partnership, a Maryland limited partnership, as amended, modified or supplemented thereto.

"Revenues" means (i) all payments to the Issuer or the Trustee pursuant to the Loan Agreement, (ii) proceeds of the Bonds and all moneys and securities on deposit in the funds and accounts created by the Indenture, and (iii) all other receipts

of the Issuer attributable to the refinancing of the Facility by the issuance of the Bonds.

6. Proceeds and products of the collateral are also covered.

Debtor:

CITY OF ANNAPOLIS

By _____
Name: Dennis M. Callahan
Title: Mayor

Filing Officer: Return to: Cynthia C. Buescher, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

BOOK 519 PAGE 370

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

RETURN TO: Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W., Suite 1100 K
Washington, D.C. 20006
Attn: Philip A. Gorelick, Esq.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

☐ 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 May 11, 1987 Record Reference Liber 512, folio 123
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PLACE AND HANOVER III LIMITED PARTNERSHIP, a Maryland limited partnership	c/o Parkway Industrial Center Limited Partnership, 7223 Parkway Drive, Suite 209, Hanover, MD 21076, Attention: Leslie Legum, General Partner			

Name of Secured Party or assignee	No.	Street	City	State
THE FIRST NATIONAL BANK OF MARYLAND	110 South Paca Street, Baltimore, MD 21201			

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
Assignee:

Confederation Life Insurance Company, a mutual company incorporated in Canada
321 Bloor Street East
Toronto, Canada M4W 1H1

RECORD FEE 10.00
POSTAGE .50
#080620 C237 R02 T12:32
10/29/87
CK

Debtor(s) or assignor(s)
THE FIRST NATIONAL BANK OF MARYLAND

By: _____ _____ (Seal)
George A. Lambert, Vice President (Corporate, Trade or Firm Name)

_____ _____
Signature of *Secured Party* or Assignee

_____ _____
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

2703397

[DOCUMENT NOT SUBJECT TO RECORDATION TAX]

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND _____, 1987

1. NAME AND ADDRESS OF DEBTOR: RACE AND HANOVER III LIMITED PARTNERSHIP, a Maryland limited partnership
c/o Parkway Industrial Center Limited Partnership
7223 Parkway Drive, Suite 209
Hanover, Maryland 21076
Attention: Leslie Legum, General Partner

RECORD FEE 18.00
POSTAGE .50
#080630 C237 R02 T12:32
10/29/87

2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, Canada M4W 1H1

3. PURPOSE: 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 a Gap Deed of Trust of even date herewith (the "Deed of Trust"), between the Debtor and Merrill A. Yavinsky and Mallory Walker, Trustees, as security for a loan made by the Secured Party to the Debtor.

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part there-

of, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom, and all present and future security deposits delivered in connection therewith; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, 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 said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether 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 of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by Debtor and used or usable in conjunction with the said

real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate 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 said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER: The Record Owner of the land and premises is RACE AND HANOVER III LIMITED PARTNERSHIP, a Maryland limited partnership.

6. PROCEEDS: Proceeds of the property are covered.

DEBTOR:

RACE AND HANOVER III LIMITED PARTNERSHIP, a Maryland limited partnership

By: Kent and York, Incorporated, a Maryland corporation, Sole General Partner

[Corporate Seal]
ATTEST:

By: _____

By: _____
Leslie Legum, President

Return to:

Fern J. Brodney, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

EXHIBIT A

BEGINNING for the same at a point in the Southeasternmost side of Standard Drive, sixty (60) feet wide, distant North 34 degrees 51 minutes 30 seconds East 47.91 feet from the Northernmost corner of Lot 8 as shown on the plat entitled Parkway Industrial Center, Section 4 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 37 at Page 3, and running thence with the binding on the Southeast side of Standard Drive, (1) North 34 degrees 51 minutes 30 seconds East 402.09 feet, thence leaving said road for a new line of division (2) South 55 degrees 08 minutes 30 seconds East 325.00 feet to the Northwest side of Baltimore-Washington Expressway, thence running and binding on said expressway, (3) South 34 degrees 51 minutes 30 seconds West 402.09 feet, thence leaving said expressway, for a new line of division (4) North 55 degrees 08 minutes 30 seconds West 325.00 feet to the place of beginning, containing 3.00 acres of land, more or less.
**
TOGETHER with the 20 foot wide Storm Drain Easement the center of which is described as follows:
BEGINNING for the same at a point on and distant 32.78 feet reversely from the end of the second line or South 55 degrees 08 minutes 30 seconds East 325 foot line of the hereinabove described lot of ground and running thence with the centerline of a 20 foot wide easement North 02 degrees 48 minutes 03 seconds West 38.03 feet, to the end thereof at the centerline of another 20 foot wide Storm Drain Easement. The street address of the foregoing property is 7225 Standard Drive, Parkway Industrial Center, Dorsey, Maryland.

TOGETHER with an Easement Agreement dated May 6, 1987 by and between Race and Hanover Limited Partnership and Race and Hanover III Limited Partnership and recorded among the Land Records of Anne Arundel County in Liber No. 4341, folio 100.

** BEING ALSO KNOWN AND DESIGNATED as Lot 9 as shown on Plat entitled, "Part of Sections One & Two - PARKWAY INDUSTRIAL CENTER," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 40, folio 9.

BOOK 519 PAGE 375

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)

Adria A. Lipka
James B. Phillips Jr.
18 S. Frederick Ave. #205
Gaithersburg, MD 20877

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

First Commercial Corporation
303 Second St.
Annapolis, MD 21403

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 26880 BK 515 pg. 184

Filed with Anne Arundel Co. Date Filed July 24, 19 87

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. The boat as described in the original UCC filing is assigned:
CENTRUST SAVINGS
P.O. BOX 028506
101 E. Flagler St.
Miami, Fl. 33102

No. of additional Sheets presented

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

First Commercial Corporation
By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

1052

10-20-87

BOOK 519 PAGE 376

270406

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)

ARUNDEL HOUSING COMPONENTS, INC.
6740 Baymeadow Drive
Glen Burnie, Maryland 21061
1200 E. Patapsco Avenue
Baltimore, Maryland

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

EQUITABLE BANK, N.A.
100 S. Charles Street
Baltimore, Maryland 21201

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

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

One (1) Speed Cut Timber Mill 6-20 Component Cutter with 30' Main Frame and 10'2" Conveyor Extension and one (1) IDACO Trussembler Roof Truss Machine with Heads and 50" Track together with all Attachments and Accessories thereto.

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

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with: ANNE ARUNDEL COUNTY

ARUNDEL HOUSING COMPONENTS, INC.

By: [signature]
Signature(s) of Debtor(s)

George M. French, Sr., President

EQUITABLE BANK, N.A.

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

Jack R. Freeman, Vice President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES STREET
BALTIMORE, MARYLAND 21201

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-1

Circuit Court for Anne Arundel County, Maryland

BOOK 519 PAGE 377

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

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

3. ☐ Not subject to Recordation Tax.

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 7,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to _____

5. Debtor(s) Name(s): The Empire Construction Company, Inc.
Address(es): 700 Pittman Road, Baltimore, Maryland 21226

6. Secured Party: Equitable Bank, National Association
Attention: Denise Yeshnik
Address: 100 S. Charles Street, Baltimore, Maryland 21201

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

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

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

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

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

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

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

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

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

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

Debtors: The Empire Construction Company, Inc.

_____ (Seal) _____ (Seal)

By: _____ (Seal) _____ (Seal)
Lyle K. Aaby, Exec. Vice President

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

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

11 325 50

Schedule A

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 The Empire Construction Company, Inc. (a Maryland Corporation).

F. Specific Equipment

One (1) New Holland model L555, Code #11072

BOOK 519 PAGE 379

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270-193

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 File # _____ Folio# _____ Liber # _____

Name Annapolis Typewriter Company, Inc.

Address 2120 Forest Drive Annapolis, Md. 21401

2 SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

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

3 Maturity date of obligation (if any) _____

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

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

NOT SUBJECT TO RECORDATION TAX

XXX (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

x Kay Davidson President
(Signature of Debtor)

x KAY DAVIDSON President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

Paul Wohkittel Branch Manager
Type or Print Above Signature on Above Line

BOOK 519 PAGE 380 Anne Arundel County

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232871

RECORDED IN LIBER 426 **FOLIO** 103 **ON** June 6, 1980 **(DATE)** 270409

1. DEBTOR

Name Glen Burnie TV Inc.

Address 107 E. Furnace Branch Road Glen Burnie, MD 21061

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHER SPRING ROAD

BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

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

Please amend debtor's name to read:

Glen Burnie T.V. Inc.

Dated 9/25/87

W. A. Hickey

SIGNATURE OF DEBTOR

W A.Hickey V.P.

(Signature of Secured Party)

D.R. Williams Credit & Collections Manager

Type or Print Above Name [illegible]

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

BOOK 519 PAGE 381

270110

1. LESSEE: Ornamental Iron Works, Inc.
Name or Names

145 8th Ave., N.W., Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR LCA LEASING, INC.

P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property: (Described - Separate list attached, if necessary).

1 - BEWO #CP0315LT Cold Cut Saw Serial #37023447

4 - 315MM-12 1/2" hss Circular Cold Saw Blades

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

LESSEE: Ornamental Iron Works, Inc.

Signature of Lessee Title

Elizabeth B. Givens
Type or Print Name of Above

LESSOR:

LCA LEASING, INC.

Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

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

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MARYLAND 21153-0152

15 50

270411

BOOK 519 PAGE 382

Debtor or Assignor Form

MARYLAND 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, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Electro Mechanical Engineering Corporation (Name)	THE FIRST NATIONAL BANK OF MARYLAND
781 Holly Drive (Address)	Attn Peggy A. Hall (Name of Loan Officer)
Annapolis, MD 21401	18 West Street (Address)
	Annapolis, MD 21401

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

ALL ASSETS

(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 Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor'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 Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor 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, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (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.

DEBTOR (OR ASSIGNOR)	SECURED PARTY (OR ASSIGNEE)
Electro Mechanical Engineering Corporation (Seal)	First National Bank of Maryland (Seal)
Ole Olesen Pres (Seal) (Signature)	Peggy A Hall (Seal) (Signature)
Ole Olesen - President (Print or Type Name)	Peggy A. Hall - Assistant Vice President (Print or Type Name)

JA

BS-0850A-8406

11 75 50

BOOK 519 PAGE 383

270412

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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Dec. 15,1986, Schedule # 02 , dated June 29, 1987 between Assignor as Lessor and LEASE ACCOUNT # 502168 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 October 16, 1987 between Assignor and Assignee:

1 (one) Sun-3/50M Desktop Workstation including: Sun-3/50M-4, Monochrome Workstation, 514A (141 MByte disk subsystem with 60 MByte 1/4 inch tape drive)
1 (one) Compiler C68KS
1 (one) Assembler A68KS
1 (one) Debugger D68KS-MIC

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with the County of Anne Arundel

11 50

B13

BOOK 519 PAGE 384

270413

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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Dec. 15, 1986, Schedule # 03, dated Aug. 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 502168 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 October 16, 1987 between Assignor and Assignee:

1 (one) MICE 2+ 68000/68010 ICEmulator w/128K RAM
1 (one) MICE 2+ CEP Super 8 personality Card
1 (one) USD for IBM PC/MS DOS

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey EVP

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with the County of Anne Arundel

1332

BOOK 519 PAGE 385

270414

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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 7/29/87, Schedule # 01, dated 8/11/87 between Assignor as Lessor and LEASE ACCOUNT # 789270 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 October 1, 1987 between Assignor and Assignee:

1 (one) 430 Camera Processor, #11096
1 (one) 430 Plate Processor, #11301
1 (one) 430 Exposure Computer, #11350
1 (one) 100 Line Screen, #15207

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

(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with the County of Anne Arundel

1331

BOOK 519 PAGE 386 279415

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 October 19, 1987 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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated September 22, 1987, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3050 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 October 19, 1987 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

(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.8

1330

BOOK 519 PAGE 387

270416

EQUIPMENT LIST

QUANTITY	DESCRIPTION
3 (three)	1910 Pibbs dryer chair w/H.C. dryers (tea-rose uph.)
10 (ten)	1900 Pibbs styling chairs - (tea-rose uph.)
8 (eight)	Stations-wilsonart D25-6 brushed chrome-4 right & 4 left (2 drawer)
3 (three)	3100-622-403 color 625 (carnation)
3 (three)	Bulkheads w/towel storage & hamper
10 (ten)	811 TL mirrors
2 (two)	Tint stations 4"
2 (two)	Savoy kayline carts K-16
3 (three)	Shampoo sira (tea-rose)
2 (two)	Pibbs-Tl-944
8 (eight)	Dina meri #185

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sinclair

TITLE: Exec VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: [illegible]

TITLE: CEO

BOOK 519 PAGE 388

370417

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 October 14, 1987 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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated January 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # 589121 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 October 14, 1987 between Assignor and Assignee:

1 (one) Gannomat Model 107 Single Line 25 Spindel Ron Boring Machine
1 (one) Hydraulic Oil Brake
25 pieces - Tooling

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

(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

1369

BOOK 519 PAGE 389

270118

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 October 14, 1987 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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 27, 1987, Schedule # 02 , dated October 5, 1987 between Assignor as Lessor and LEASE ACCOUNT # 270787 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 October 14, 1987 between Assignor and Assignee:

1 (one) Printer - S/N 5700833

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

(Signature of Debtor)

Frank L. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1328

BOOK 519 PAGE 350

FINANCING STATEMENT FORM UCC-1

Identifying File No. 220113

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 October 14, 1987 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 Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 8, 1985, Schedule # 08, dated October 6, 1987 between Assignor as Lessor and LEASE ACCOUNT # 588050 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 October 14, 1987 between Assignor and Assignee:

1 (one) Melroe Bobcat Model M743 S/N 34101 w/flotation tires, 60" Bucket (no teeth)

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

(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1327

STATE OF MARYLAND

BOOK 519 PAGE 391

FINANCING STATEMENT FORM UCC1

Identifying File No. 270120

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 CHANNEL HOME CENTERS - Store #613-0

Address 2309 Forest Dr. & Riva Rd. Annapolis, MD 21401

2. SECURED PARTY

Name GUARDIAN LEASING CORP.

Address 1060 N. Kings Hwy.

Cherry Hill, N.J. 08034

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) 3400 HDE Hydraulic Baler, Ser. #87G6346R

Name and address of Assignee
BALTIMORE FEDERAL FINANCIAL
300 E. Lombard St.
Baltimore, MD. 21202

CHECK ☒ THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

Thomas ERCOLANO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Edward J. Bourke - Pres.
GUARDIAN LEASING CORP.
Type or Print Above Signature on Above Line

15.00 15.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 519 PAGE 392

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 HIMMELS GARDEN & FARM CENTER

Address 4374 MOUNTAIN ROAD PASADENA MARYLAND 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any) _____

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

1 - NEW KUBOTA TRACTOR MN# L3350HDT SN# 50604

1 _ NEW KUBOTA LOADER BF800 10244

Name and address of Assignee

KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

kubota contract # 13400- 812793

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)

B. Wath
(Signature of Debtor)

HIMMELS FARM & GARDEN CTR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CORP. SECY
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

11.50

BOOK 519 PAGE 393

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

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

3. Maturity Date:

1. Debtor(s) (Last Name First) and Address(es):
Perry, William J
7492 Quarterfield Rd
Severn MD 21144

2. Secured Party(ies) and Address(es):
Ford Motor Credit Co
P.O. Box 037
Mechanisville VA 23111

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

This Statement refers to original Financing Statement No. 251806
Date filed: Apr 27, 19 57 Filed with Clerk of the Ct

This instrument prepared by:

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 property indicated below.

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 property indicated below.

D. ☑ **TERMINATION** — The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT** — The financing statement bearing the above file number is amended:
- ☐ To show the Secured Party's new address as indicated above;
- ☐ To show the Debtor's new address as indicated above;
- ☐ As set forth below.

Book 472
Pg 548

_____ (Debtor)
(Signature of Debtor, if required)

Ford Motor Credit Co. (Secured Party)

Dated: October 21, 19 57

By: C.Y. Kelierstrom
(Signature of Secured Party)

FMCC
DEC 66 7288-A

Previous editions may NOT be used.

10.50

FILING OFFICER COPY - ALPHABETICAL

BOOK 519 PAGE 394

TO BE FILED IN FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506 Page No. 344

Identification No. 43046 Dated 12/29/87

1. Debtor(s)
   Sulin Enterprises, Ltd.
   Name or Names—Print or Type
   1133 Greenwood Road | Pikesville | MD | 21208
   Address—Street No., | City - County | State | Zip Code

2. Secured Party
   Yorkridge-Calvert Savings and Loan Association
   Name or Names—Print or Type
   3725 Old Court Road | Baltimore | MD | 21208
   Address—Street No., | City - County | State | Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

Dated: July 17, 1987

Yorkridge-Calvert Savings & Loan Assn.
Name of Secured Party

Bonita L. Taylor
Signature of Secured Party

Bonita L. Taylor, Assistant Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mail to:
FREE STATE TITLE & ESCROW, INC.
[illegible] Benfield Road
[illegible] Park, Maryland 21146

10.50

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 43 and 61, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

BOOK 519 PAGE 396

270424

FINANCING STATEMENT

For Filing Officer Use
File No.
Date &
Hour

Check below if goods are or are to become fixtures

☐ TO BE RECORDED IN LAND RECORDS

This Financing Statement dated October 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any) N/A

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
J R Carwash, Inc.	7953 Fort Smallwood Road, Glen Burnie, MD 21061				

Name of Secured Party or assignee	No.	Street	City	State	Zip
Dominion Bank of Maryland, National Association	7220 Wisconsin Ave., Bethesda, MD 20814				

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 Equipment and Fixtures now owned or hereafter acquired by Debtor.

NOT PURCHASE MONEY

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

RETURN TO:

CHECK ☒ 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.) CHECK APPLICABLE BOX
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)

J R Carwash, Inc.

BY: [signature]

Ronald Schaefer, Secretary/Vice President

(Type or print name under signature)

Secured Party or assignee

Dominion Bank of Maryland, National Association (Seal)

(Corporate, Trade or Firm Name)

BY: [signature]

Signature of *Secured Party* or Assignee

Reginald C. Kimble, Vice President

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

DBM 114

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $1,200,000.00

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: September 28, 1987

FINANCING STATEMENT

1. Debtor: DALES HOME BUILDERS, INC.
Address: 190 Nathan Way
Millersville, Maryland 21108

2. Secured Party: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
Address: 9151 Baltimore National Pike
Ellicott City, Maryland 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

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

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

DALES HOME BUILDERS, INC.

By Warren D. Cook

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By _____
Executive Vice-President

DFS249.198 S1

SCHEDULE A BOOK 519 PAGE 399

All those three (3) lots of ground situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots numbered 13, 14, and 19, as shown on a plat of **THE DALES**, which plats are recorded among the Land Records of Anne Arundel County in Plat Book 106, Folios 14 through 16, inclusive.

Mail to
Mail to Harrison Fed.

~~Mail to~~

08690-18062

BOOK 519 PAGE 400 270429

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Fresh Corporation dba: Crate Restaurant 7477 Baltimore Anna. Glen Burnie, MD 21401	BANC ONE LEASING CORPORATION Dept. 0380 Columbus, OH 43271 Mail to	

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

407 Ice Cream Machine

CONDITIONAL SALES CONTRACT

ASSIGNED TO:

This equipment is owned by the secured party and is leased to the debtor party;

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

Fresh Corporation dba: Crate Restaurant

By: Signature(s) of Debtor(s)

BANC ONE LEASING CORPORATION

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

Filing Officer Copy—Alphabetical

This form of financing statement is approved by the Secretary of State.

067-106-2930

STATE OF MARYLAND BOOK 519 PAGE 401

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270130

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 9/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Fresh Corporation, Inc. T/A The Crate

Address 7477 Baltimore-Annapolis Blvd., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name James Madison Financial Corporation

Address 1730 M Street, N. W.

Washington, D. C. 20036

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 Restaurant Equipment per the attached schedule "A"

LESSEE IS NOT AUTHORIZED TO DISPOSE OF LEASED EQUIPMENT.

Lease No. 8703-059-8

CHECK ☒ THE LINES WHICH APPLY

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

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

☑ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

D. B. KOHAN, AVP

Type or Print Above Signature on Above Line

The Fresh Corporation, Inc. T/A The Crate James Madison Financial Corporation

SCHEDULE A

This schedule is attached to and becomes a part of lease #8703-059 8 between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
1	C-400	Manitowac Storage Bin w/Adjustable Legs			452 [illegible]
1	GY-0604A	Manitowac Ice Cuber Machine, Air Cooled, Half-Dice			1,762 [illegible]
		Installation			293 [illegible]
4	HSA10FA	Metal Masters Hand Sink w/gooseneck faucet		139.59	558 [illegible]
1	2602 77R	Vulcan-Hart Natural Gas Restaurant 6-Burner Range w/Grill, Broiler, & Ovens			1,842 [illegible]
1	Custom	S/S Wall Shelf 3'6" x 12"			98 [illegible]
1	Custom	Fabricated Clean Dish Table 4'6" x 30" x 37"			371 [illegible]
1	Custom	Fabricated Soiled Dish Table 3'6" x 30" x 37"			718 [illegible]
1	GCX-25	South Bend Natural Gas Convection Steamer			4,816 [illegible]
1	Custom	Penn Refrigeration Walk-In Refrigerator 11'6" x 7'8" x 8'6"			5,433 [illegible]
		Installation			646 [illegible]
1 Lot		Intermetro Supererecta Dry Storage Shelving			243 [illegible]
1	Custom	S/S Wall Shelf 7'6" x 12"			211 [illegible]
1	31416318	Metal Masters 3 Compartment Sink w/drain board on both sides			991 [illegible]
1	7048-P	Delfield Refrigerated Air-Cooled Display Case			1,017 [illegible]
1	V18684D32	Delfield Refrigerated Sandwich Unit			2,326 [illegible]
1	Custom	S/S Worktable w/undershelf 6' x 2' x 3'			451 [illegible]
		PAGE TOTAL			23,237 [illegible]

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: [illegible]

Title: AVP

Lessee:
THE FRESH CORPORATION, INC.
T/A The Crate Cafe - Glen Burnie

By: [illegible]

Title: V Pres

SCHEDULE A

This schedule is attached to and becomes a part of lease #8701-069 between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
1 Lot		Intermetro S/S Beer Keg Storage Racks			361.[illegible]
1 Lot		Intermetro Super Erecta Metroseal Walk-In Shelving			780.[illegible]
1	Custom	Fabricated S/S Pick-Up Counter 7' x 30" x 36"			1,110.[illegible]
1	Custom	Fabricated S/S Overshelf 7' x 18" x 18"			227.[illegible]
2	Wells S/S	Drop-In Soup Warmers		129.29	258.[illegible]
1	Custom	S/S Wall Shelf 4' x 2'			221.[illegible]
1	Custom	S/S Worktable w/undershelf 3'2" x 2'6"			384.[illegible]
1	Custom	S/S Worktable w/undershelf on casters 2' x 2'6" x 3'			292.[illegible]
1	201-1820	Crescent Aluminum Mobile Rack			101.[illegible]
2	CDI101491	Metal Masters S/S Utility Sink		102.58	205.[illegible]
1	PWV-16	Pioneer S/S Dipperwell			108.[illegible]
1	248	Delfield S/S Water & Ice Station			305.[illegible]
1	7055-73	Perlick Pass-Thru Ice Storage Bin			1,101.[illegible]
		Installation			352.[illegible]
2	TS-12U2	Perlick S/S Bottle Holder		243.23	486.46
2	R-23BT	Sharp Microwave Ovens		1,163.25	2,326.50
1	1612	Hobart Slicer			1,702.[illegible]
2	7053-4R	Perlick S/S Speedrails		70.85	141.70
1	TS-18BLW	Perlick S/S Blender Station			329.[illegible]
2	938B	Hamilton Beach S/S Blenders		87.89	175.[illegible]
1	7053-8R	Perlick S/S Speedrail			71.[illegible]
1	TS-53C	Perlick S/S 3 Compartment Sink			712.[illegible]
1	TS24CHCP	Perlick S/S Ice Storage Chest			758.[illegible]
2	6-CO	Perlick S/S Filler Section		75.08	150.[illegible]
		PAGE TOTAL			13,628.[illegible]

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: [illegible]

Title: AVP

Lessee:
THE FRESH CORPORATION, INC.
T/A The Crate

By: [illegible]

Title: V. Pres

SCHEDULE A

This schedule is attached to and becomes a part of lease #8703 059-0 between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
1	FW-510	Kenco S/S Dipperwell			40.[illegible]
1	B-113	T&S PreRinse Spray w/Wall Bracket			162.[illegible]
1	B-231	T&S Faucet			67.[illegible]
1	SF-34	Beverage-Air Beer Box			703.[illegible]
2	Custom	S/S Wall Shelf 12" x 12"		44.96	89.[illegible]
1	R-102	Ansul Fire Suppression System			2,032.[illegible]
1	Custom	Walk-In Alumnimun Trim Strips			47.[illegible]
1	Custom	115/1 Exhaust Hood			1,608.[illegible]
1	120-1836	Crescent Metal Proof Cabinet on Casters w/2 Brakes			820.[illegible]
1	4045-F	McCall Double Section Freezer			2,241.[illegible]
1	C5063E/ C26P	Perlick 2-Door Back Bar Refrigerator w/Base Plate and Standard Shelves			1,487.[illegible]
1	VB18660P3	Delfield Sandwich Unit			1,866.[illegible]
		Freight			218.[illegible]
		PAGE TOTAL			12,027.[illegible]
		TOTAL PAGES 1 & 2			38,035.[illegible]
		GRAND TOTAL			50,032.[illegible]

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: D B Kohan

Title: AVP

Lessee:
THE FRESH CORPORATION, INC.
T/A The Crate

By: [illegible]

Title: [illegible]

Mail to James Madison Fin Corp.

ANNE ARUNDEL 12.50

BOOK 519 PAGE 405

270431

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records

2. ☒ 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 inital debt has been paid to _____

5. Debtor(s) Name(s) — Address(es)

Howard A. Kernan, III, Individually and T/A Snap-On Tool — 1032 Riverdale Road, Edgewater, Maryland 21037

6. Secured Party — Address

Equitable Bank, National Association
Attention: Linda Perry
Loan Documentation Asst. — 100 S. Charles Street, Baltimore, Maryland 21201

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

XX 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, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

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

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

Debtors

_____ (Seal) — Howard A. Kernan III (Seal)
Howard A. Kernan, III, Individually and T/A Snap-On Tool

_____ (Seal) — _____ (Seal)

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

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

County - $13.50
Recordation - $122.50

270432

BOOK 519 PAGE 406

File No. .....
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax.

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

xx Subject to Recordation Tax on principal amount of $ 17,500.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor	Address
Thomas R. Cockran Carol L. Cockran	Equipment Location: 334 Brockbridge Road Laurel, MD 20707

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

One Hamada Model #550CD Two Color Offset Press S/N HR10896. One Hamada Second Color Unit S/N HRC3976 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

10/30/87
JA

5. xx Proceeds)
) of the collateral are also specifically covered.
xx Products)

Debtor	Secured Party (Assignee)
Thomas R. and Carol L. Cockran	THE CITIZENS NATIONAL BANK
By: x Thomas R Cockran Thomas R. Cockran	By: ..... Jack E. Thomas Commercial Loan Officer
By: x Carol L. Cockran Carol L. Cockran	Type or print all names and titles under signatures.

Mail to Citizens

15 13.50 .50

STATE OF MARYLAND

BOOK 519 PAGE 407

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270-133

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

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

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

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

1. DEBTOR

Name George's Welding Service

Address 6027 Olson Road, Baltimore, MD 21225

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Mail to 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)

Name and address of Assignee

One (1) Dresser Model 515B Rubber Tired Loader SN 3381 (Rental)

CHECK ☒ THE LINES WHICH APPLY

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

na

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

na

x☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George's Welding Service

(Signature of Debtor)

GEORGE D MENZEL PRES.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT

BOOK 519 PAGE 418

1. ☐ To be recorded in the Land Records

2. ☒ To be recorded among the Financing Statement Records

270134

3. ☐ Not subject to Recordation Tax

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 60,000.00. 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 County

5. Debtor(s) Name(s) — Address(es)

DBK, Inc. — 1717 Remington Drive, Crofton, MD 21114

6. Secured Party — Address

First Federal Savings & Loan Association of Annapolis — 1832 George Ave, Annapolis, MD 21401

Attention: Gayle Haines, loan processor
(Type name & Title)

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

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

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

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

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

☒ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and 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 DBK, Inc.

BY: _____ (Seal)
William Korvin, Vice President

_____ (Seal) _____ (Seal)

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)

11 420 50

FINANCING STATEMENT

BOOK 519 PAGE 403

270485

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 $ 7,500.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5. Debtor(s) Name(s)

Mark P. McClesky

Address(es)

1825 George Ave.
Annapolis, MD 21401

6. Secured Party
First Federal Savings & Loan Association of Annapolis

Attention Gayle Haines, Loan Processor
(Type name & Title)

Address

1832 George Ave.
Annapolis, MD 21401

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

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

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

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

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

☒ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and 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

Mark P. McClesky (Seal) _____ (Seal)

Mark P. McClesky

_____ (Seal) _____ (Seal)

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)

1F 52.50 . 50

BOOK 519 PAGE 410

FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401
ANNAPOLIS 266-6100 BALTIMORE 841-6700 WASHINGTON 261-8800

OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401
ANNAPOLIS 263-7771 BALTIMORE 269-1108 WASHINGTON 261-2493

BOOK 519 PAGE 411

UNIFORM COMMERCIAL CODE

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

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

RECORDED IN LIBER 463 FOLIO Page 41 ON June 16, 1983 (DATE)

1. DEBTOR

Name David C. Jatlow and Jeanette Jatlow

Address 1688 Kingsbridge Court, Annapolis, Maryland 21401

2. SECURED PARTY

Name York Federal Savings and Loan Association

Address 101 South George Street, York, Pa. 17401

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

Dated October 13, 1987

Richard E. Bricker
(Signature of Secured Party)

Richard E. Bricker, Vice President
Type or Print Above Name on Above Line

10.00

PRINTED BY JULIUS BLUMBERG, INC. N.Y.C. 10013

15

BOOK 519 PAGE 412

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268104

RECORDED IN LIBER 513 FOLIO 382 ON June 15, 1987 (DATE)

1. DEBTOR

Name GKS Corporation Sch. 01

Address 19 Hampton Blvd., Capital Heights, MD 20743

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg, Suite 200B, 407 Crain Hwy.

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)

CHECK ☒ FORM OF STATEMENT

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

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

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

D. Other: Amendment ☒
(Indicate whether amendment, termination, etc.)

Adding equipment

GKS CORPORATION

Paul E Tomlinson Pres.
(Signature of Debtor)

PAUL E TOMLINSON PRES.
Type or Print Above Name on Above Line

DATE

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

10/6/89
DATE

FILED IN ANNE ARUNDEL COUNTY

16.50

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symlators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)

GKS CORPORATION

BY: [illegible]

TITLE: Pres

TRANS-AMERICAN LEASING CORPORATION

BY: [illegible]

TITLE: O.M.

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)
1 (one)	MC 59 Pipe Bender with expanded die package
	Metal Signs
1 (one)	Branick 1500 lb. Air Jack
2 (two)	4Z241 Impact 3/8" Drive Air Rachets, 40# Torque, Ingersoll Rand
1 (one)	2Z853 Dayton Air Impact Wrench 1/2" Drive
1 (one)	7Z554 Com. Filter/Regulat.
1 (one)	2Z341 Dayton 1/2 HP Grinder 7" Wheels
3 (three)	2W273 Four-Wheel Stock Carts
4 (four)	4Z710 25' Rubber Hoses 3/8"
4 (four)	4X792 Dayton Air Couplers
6 (six)	2X169 Male Plug
1 (one)	5X786 Blow Gun
3 (three)	6X755 Dayton Reel Drop Lights 25'
1 (one)	4X787 Air Chuck
1 (one)	Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 C Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Reg SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Valves (88-4-CVL and 88-4-CVR)(2 Gauge End and 4 Hose End), 3 Single Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
1 (one)	Rigid Pipe Cutter
1 (one)	Pipe Cutter Wheel
1 (one)	Rigid Pipe Vise
3 (three)	Proto Rubber/Steel Hammers
1 (one)	SMK1016S Stud Remover
1 (one)	JAT6C (NC) Rethreader Set
1 (one)	CP789 Chicago Pneumatic 3/8" Reversible Air Drill
1 (one)	#1571 Drill Index
1 (one)	4000 Drum/Disc Lathe
1 (one)	2200 Base

GKS CORPORATION

BY: [signature]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [signature]

TITLE: V. P.

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LEESEE'S

1 (one)	8500 Drum Micromet
1 (one)	2760 Disc Micrometer
1 (one)	7075 Deluxe Silencer
1 (one)	11/16" Arbor
1 (one)	7300 Brake Bleeder
1 (one)	7304 Bleeder Adaptor Package
1 (one)	7332 GM By Pass Adaptor
1 (one)	7165 Bearing Packer
1 (one)	1250 Brake Assembly Washer
1 (one)	9545 Disc Brake Overhaul Tool Set
1 (one)	9550 Drum Brake Tool Set
1 (one)	2850 Dial Indicator
1 (one)	6921 Silencer Band
1 (one)	4282 Bearing Protector
1 (one)	9499 Light Truck Set 3/4 & 1 Ton
1 (one)	9233 Light Truck Set 3/4 & 1 Ton
1 (one)	Encore Key Service Unit (Capacity of 8 outside lines and 16 telephones)
3 (three)	Station Cards (4 telephones per card)
2 (two)	Trunk Cards (4 outside lines per card)
8 (eight)	Standard 6 Button Telephone
1 (one)	Standard 12 Button Telephone
2 (two)	Card Reader Jacks
1 (one)	Multi Outlet Welding System
1 (one)	Shop Tool Box
2 (two)	Parts Bins
2 (two)	Work Benches
2 (two)	Bench Vises
2 (two)	Sun Timing Lites
1 (one)	Soundproofing System
1 (one)	Portable Wall Covering Unit
2 (two)	Monitor 2000 Computer Modules
2 (two)	Carrier horizontal gas fired furnace model #50ED-050
4 (four)	Reznor heaters model #EEXC105
2 (two)	Carrier evaporator coil Model #28HQ-024 air conditioners
2 (two)	Rheem Model 64-20 hot water heaters
4 (four)	American Standard water closet Model #2108.416
2 (two)	American Standard lavatory Model #4869.020
2 (two)	American Standard service sink Model #7692.049
45 (forty-five)	Snap-On Tools w/Circ. Tester CT4D, Diag. Cutter 87ACP, Plier 5CP PT Adj Tl MD18A, Adj. Tool TM64

GKS CORPORATION

BY: [illegible]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [illegible]

TITLE: O. M.

BOOK 519 PAGE 416

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268105

RECORDED IN LIBER 513 FOLIO 385 ON June 15, 1987 (DATE)

1. DEBTOR

Name Katalid, Inc. Sch. 01

Address 19 Hampton Blvd., Capital Heights, MD 20743

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg, Suite 200B

407 Crain Highway, 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)

CHECK ☒ FORM OF STATEMENT

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

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

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

D. Other: Amendment ☒
(Indicate whether amendment, termination, etc.)

Adding equipment

KATALID, INC.

(Signature of Debtor)

Paul E Tomlinson

Type or Print Above Name on Above Line

DATE

TRANS-AMERICAN LEASING CORPORATION

(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President

Type or Print Above Name on Above Line

October 9/87

DATE

FILED WITH ANNE ARUNDEL COUNTY

1650

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symlators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)

KATALID, INC.

BY: Donald Pond

TITLE: Pres

TRANS-AMERICAN LEASING CORPORATION

BY: Ellen P. Nolan

TITLE: O.M.

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)
1 (one)	MC 59 Pipe Bender with expanded die package
	Metal Signs
1 (one)	Branick 1500 lb. Air Jack
2 (two)	4Z241 Impact 3/8" Drive Air Rachets, 40# Torque, Ingersoll Rand
1 (one)	2Z853 Dayton Air Impact Wrench 1/2" Drive
1 (one)	7Z554 Com. Filter/Regulat.
1 (one)	2Z341 Dayton 1/2 HP Grinder 7" Wheels
3 (three)	2W273 Four-Wheel Stock Carts
4 (four)	4Z710 25' Rubber Hoses 3/8"
4 (four)	4X792 Dayton Air Couplers
6 (six)	2X169 Male Plug
1 (one)	5X786 Blow Gun
3 (three)	6X755 Dayton Reel Drop Lights 25'
1 (one)	4X787 Air Chuck
1 (one)	Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 C Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Reg SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Valves (88-4-CVL and 88-4-CVR)(2 Gauge End and 4 Hose End), 3 Single Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
1 (one)	Rigid Pipe Cutter
1 (one)	Pipe Cutter Wheel
1 (one)	Rigid Pipe Vise
3 (three)	Proto Rubber/Steel Hammers
1 (one)	SMK1016S Stud Remover
1 (one)	JAT6C (NC) Rethreader Set
1 (one)	CP789 Chicago Pneumatic 3/8" Reversible Air Drill
1 (one)	#1571 Drill Index
1 (one)	4000 Drum/Disc Lathe
1 (one)	2200 Base

KATALID, INC.

BY: [signature]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [signature]

TITLE: V.P.

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LEESEE'S

1 (one)	8500 Drum Micromet
1 (one)	2760 Disc Micrometer
1 (one)	7075 Deluxe Silencer
1 (one)	11/16" Arbor
1 (one)	7300 Brake Bleeder
1 (one)	7304 Bleeder Adaptor Package
1 (one)	7332 GM By Pass Adaptor
1 (one)	7165 Bearing Packer
1 (one)	1250 Brake Assembly Washer
1 (one)	9545 Disc Brake Overhaul Tool Set
1 (one)	9550 Drum Brake Tool Set
1 (one)	2850 Dial Indicator
1 (one)	6921 Silencer Band
1 (one)	4282 Bearing Protector
1 (one)	9499 Light Truck Set 3/4 & 1 Ton
1 (one)	9233 Light Truck Set 3/4 & 1 Ton
1 (one)	Encore Key Service Unit (Capacity of 8 outside lines and 16 telephones)
3 (three)	Station Cards (4 telephones per card)
2 (two)	Trunk Cards (4 outside lines per card)
8 (eight)	Standard 6 Button Telephone
1 (one)	Standard 12 Button Telephone
2 (two)	Card Reader Jacks
1 (one)	Multi Outlet Welding System
1 (one)	Shop Tool Box
2 (two)	Parts Bins
2 (two)	Work Benches
2 (two)	Bench Vises
2 (two)	Sun Timing Lites
1 (one)	Soundproofing System
1 (one)	Portable Wall Covering Unit
2 (two)	Monitor 2000 Computer Modules
2 (two)	Carrier horizontal gas fired furnace model #50ED-050
4 (four)	Reznor heaters model #EEXC105
2 (two)	Carrier evaporator coil Model #28HQ-024 air conditioners
2 (two)	Rheem Model 64-20 hot water heaters
4 (four)	American Standard water closet Model #2108.416
2 (two)	American Standard lavatory Model #4869.020
2 (two)	American Standard service sink Model #7692.049
45 (forty-five)	Snap-On Tools w/Circ. Tester CT4D, Diag. Cutter 87ACP, Plier 5CP PT Adj Tl MD18A, Adj. Tool TM64

KATALID, INC.

BY: [signature]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [signature]

TITLE: O. M.

BOOK 519 PAGE 420

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268103

RECORDED IN LIBER 513 FOLIO 379 ON June 15, 1987 (DATE)

1. DEBTOR

Name P T Management Incorporated Sch. 01

Address 19 Hampton Park Blvd., Capital Heights, MD 20743

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste 200B, 407 Crain Highway, 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)

CHECK ☒ FORM OF STATEMENT

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

P T MANAGEMENT INCORPORATED

Paul E. Tomlinson
(Signature of Debtor)

PAUL E. TOMLINSON
Type or Print Above Name on Above Line

DATE

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

10/7/87
DATE

FILED IN ANNE ARUNDEL COUNTY

16.50

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symlators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)

P T MANAGEMENT INCORPORATED

BY: [illegible]

TITLE: Pres

TRANS-AMERICAN LEASING CORPORATION

BY: [illegible]

TITLE: [illegible]

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)
1 (one)	MC 59 Pipe Bender with expanded die package
	Metal Signs
1 (one)	Branick 1500 lb. Air Jack
2 (two)	4Z241 Impact 3/8" Drive Air Rachets, 40# Torque, Ingersoll Rand
1 (one)	2Z853 Dayton Air Impact Wrench 1/2" Drive
1 (one)	7Z554 Com. Filter/Regulat.
1 (one)	2Z341 Dayton 1/2 HP Grinder 7" Wheels
3 (three)	2W273 Four-Wheel Stock Carts
4 (four)	4Z710 25' Rubber Hoses 3/8"
4 (four)	4X792 Dayton Air Couplers
6 (six)	2X169 Male Plug
1 (one)	5X786 Blow Gun
3 (three)	6X755 Dayton Reel Drop Lights 25'
1 (one)	4X787 Air Chuck
1 (one)	Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 C Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Reg SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Valves (88-4-CVL and 88-4-CVR)(2 Gauge End and 4 Hose End), 3 Single Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
1 (one)	Rigid Pipe Cutter
1 (one)	Pipe Cutter Wheel
1 (one)	Rigid Pipe Vise
3 (three)	Proto Rubber/Steel Hammers
1 (one)	SMK1016S Stud Remover
1 (one)	JAT6C (NC) Rethreader Set
1 (one)	CP789 Chicago Pneumatic 3/8" Reversible Air Drill
1 (one)	#1571 Drill Index
1 (one)	4000 Drum/Disc Lathe
1 (one)	2200 Base

P T MANAGEMENT INCORPORATED

BY: [illegible]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [illegible]

TITLE: V.P.

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LEESEE'S

1 (one)	8500 Drum Micromet
1 (one)	2760 Disc Micrometer
1 (one)	7075 Deluxe Silencer
1 (one)	11/16" Arbor
1 (one)	7300 Brake Bleeder
1 (one)	7304 Bleeder Adaptor Package
1 (one)	7332 GM By Pass Adaptor
1 (one)	7165 Bearing Packer
1 (one)	1250 Brake Assembly Washer
1 (one)	9545 Disc Brake Overhaul Tool Set
1 (one)	9550 Drum Brake Tool Set
1 (one)	2850 Dial Indicator
1 (one)	6921 Silencer Band
1 (one)	4282 Bearing Protector
1 (one)	9499 Light Truck Set 3/4 & 1 Ton
1 (one)	9233 Light Truck Set 3/4 & 1 Ton
1 (one)	Encore Key Service Unit (Capacity of 8 outside lines and 16 telephones)
3 (three)	Station Cards (4 telephones per card)
2 (two)	Trunk Cards (4 outside lines per card)
8 (eight)	Standard 6 Button Telephone
1 (one)	Standard 12 Button Telephone
2 (two)	Card Reader Jacks
1 (one)	Multi Outlet Welding System
1 (one)	Shop Tool Box
2 (two)	Parts Bins
2 (two)	Work Benches
2 (two)	Bench Vises
2 (two)	Sun Timing Lites
1 (one)	Soundproofing System
1 (one)	Portable Wall Covering Unit
2 (two)	Monitor 2000 Computer Modules
2 (two)	Carrier horizontal gas fired furnace model #50ED-050
4 (four)	Reznor heaters model #EEXC105
2 (two)	Carrier evaporator coil Model #28HQ-024 air conditioners
2 (two)	Rheem Model 64-20 hot water heaters
4 (four)	American Standard water closet Model #2108.416
2 (two)	American Standard lavatory Model #4869.020
2 (two)	American Standard service sink Model #7692.049
45 (forty-five)	Snap-On Tools w/Circ. Tester CT4D, Diag. Cutter 87ACP, Plier 5CP PT Adj Tl MD18A, Adj. Tool TM64

P T MANAGEMENT INCORPORATED

BY: [signature]

TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: [signature]

TITLE: O. M

BOOK 519 PAGE 424 2704112

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3. ☐ This Debtor is a transmitting utility

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

BEN OAKS DECORATING CNTR.
T/A BEN OAKS APPLIANCE
545 BALT-ANNAPOLIS BLVD
SEVERNA PARK,MD 21146

2. Secured Party(ies) Name(s) and Address(es)

GENERAL ELECTRIC COMPANY
900 CIRCLE 75 PKWY N.W.
ATLANTA,GA 30339

4. For Filing Officer: Date, Time, No. Filing Office

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

ALL INVENTORY AND/OR EQUIPMENT ACQUIRED BY DEBTOR AND WHEREVER LOCATED, BEARING THE TRADEMARK OR TRADE NAME OF "GENERAL ELECTRIC" AND/OR "HOTPOINT" TOGETHER WITH THE PROCEEDS OF SUCH INVENTORY.

☐ Products of the Collateral are also covered

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

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber 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

NOT SUBJECT TO RECORDATION TAX.

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)

BEN OAKS DECORATING CNTR. T/A BEN OAKS APPLIANCE

By [signature] PRESIDENT
Signature(s) of Debtor(s)

GENERAL ELECTRIC COMPANY

By [signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) Filing Officer Copy—Numerical

12.50

(3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 519 PAGE 425 270413

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

☐ The Debtor is a transmitting utility

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

STILLER APPLIANCE CO.
703 CRAIN HIGHWAY S.E.
GLEN BURNIE,MD 21061

2. Secured Party(ies) Name(s) and Address(es)

GENERAL ELECTRIC COMPANY
900 CIRCLE 75 PKWY N.W.
ATLANTA,GA 30339

4. For Filing Officer (Date, Time, No. Filing Office)

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

ALL INVENTORY AND, OR EQUIPMENT ACQUIRED BY DEBTOR AND WHEREVER LOCATED BEARING THE TRADEMARK OR TRADE NAME OF "GENERAL ELECTRIC" AND/OR "HOTPOINT" TOGETHER WITH THE PROCEEDS OF SUCH INVENTORY.

☐ Products of the Collateral are also covered

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

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) are on *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Record

9. Name of a Record Owner

NOT SUBJECT TO RECORDATION TAX.

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)

STILLER APPLIANCE CO.

By [signature] PRESIDENT
Signature(s) of Debtor(s)

GENERAL ELECTRIC COMPANY

By [signature]
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

1130

BOOK 519 PAGE 426 270414

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)

Mr. & Mrs. James Wolnitzek
1325 Blackwalnut Court
Annapolis, MD 21403

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

Security Pacific Finance Corp.
30 E. Padonia Rd. Suite 207
Timonium, MD 21093

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

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

CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX. LOCATED AT CULLIGAN WATER HEATERS

1325 Blackwalnut Court

Annapolis, MD 21403

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

This statement is filed without the debtor's signature to perfect a security interest in collateral (check [X] if so)

- [ ] already subject to a security interest in another jurisdiction when it was brought into this state
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with ANNE ARUNDEL COUNTY COURT HOUSE

X James A. Wolnitzek

By X Marma K. Wolnitzek
Signature(s) of Debtor(s)

Security Pacific Finance Corp.

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

STANDARD FORM - FORM UCC-1

BOOK 519 PAGE 427

FINANCING STATEMENT CHANGE – UCC-3

Ford Motor Credit Company

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

3. Maturity Date

1. Debtor(s) (Last Name First) and Address(es)
Kenneth R. Jones
7450 Tall Pines Ct
Glen Burnie, MD 21061

2. Secured Party(ies) and Address(es)
FORD MOTOR CREDIT

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

This Statement refers to original Financing Statement No. 262709
Date filed July 14, 19 86 Filed with Anne Arundel Co

This instrument prepared by

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 property indicated below

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 property indicated below

D. ☒ **TERMINATION** – – – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

E. ☐ **AMENDMENT** – – – The financing statement bearing the above file number is amended
☐ To show the Secured Party's new address as indicated above
☐ To show the Debtor's new address as indicated above
☐ As set forth below

(Signature of Debtor, if required) (Debtor)

Dated: October 30, 19 87

Ford Motor Credit (Secured Party)

By: Pamela Y. Matthews (Signature of Secured Party)

FMCC
APR 70 7288

Previous editions may be used

16.50

FILING OFFICER COPY-ALPHABETICAL

BOOK 519 PAGE 428

270416

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)
GLEN BURNIE MOOSE LODGE # 1456
1911 Craine HWY
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
DIVERSIFIED FINANCIAL CORP.
116 CLIFF CAVE ROAD
SUITE 202
ST. LOUIS, MO 63129

4. For Filing Officer: Time, Date, No., Filing Office

5. This Financing Statement Covers the Following Types (or Items) of Property:

(1) Hoshizaki Ice Maker
Model KM631 DWU on a Follett Ice bin
Model 801P

RECORDATION TAX NOT APPLIED

☐ Proceeds

☐ Products of the Collateral are Also Covered.

6. ☐ To be Recorded in Real Estate Mortgager Records

7. Description of Real Estate:

8. Name(s) of Record Owner(s):

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

9. Assignee(s) of Secured Party and Address(es) CIT Group/Sales
9225 Ward Parkway suite 260
Kansas city, MO 64114

GLEN BURNIE MOOSE LODGE #1456
By [signature]
Signature(s) of Debtor(s)

DIVERSIFIED FINANCIAL CORP.
By Ted Sessa President
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL
FORM UCC-1 MISSOURI UNIFORM COMMERCIAL CODE

Approved by The Secretary of State

BOOK 519 PAGE 429

270417

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)

MAR Incorporated
6110 Executive Blvd.
Rockville, MD 20852

WL4435

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

Carlyn Financial Systems
5105-Q Backlick Road
Annandale, VA 22003

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

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

See attached schedule "A" and by reference hereto becomes a part thereof.

EQUIPMENT LOCATED AT:

MAR Incorporated
636 Richie Hwy. #4
Severna Park, MD 21146

NOT SUBJECT TO RECORDATION TAX

The purpose of this filing is to make the transaction a matter of public record for all interested third parties. It is not intended or to be construed as evidence of a security interest in the referenced collateral.

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

Crestar Bank
3110 Fairview Park Drive
Falls Church, VA 22042

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

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

Filed with:

MAR Incorporated

By: Robert A. Blair Sr. V.P.
Signature(s) of Debtor(s)

Carlyn Financial Systems

By: Charles E. [illegible]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

CARLYN

SYSTEMS INCORPORATED

SCHEDULE "A"

New/Used	Quantity	Description of Equipment	Year & Model	Serial No.
New	1	6085 Processor-89E-B (Falls Church, VA)		
New	1	6085 Processor-96-E-B (Falls Church, VA)		
New	1	6085 Processor-23H (Falls Church, VA)		
New	1	6085 Processor-87G-B (Falls Church, VA)		
New	1	6085 Processor-88G-B (Falls Church, VA)		
New	1	6085 Processor-89G-B (Falls Church, VA)		
New	1	6085 Processor-91G-B (Falls Church, VA)		
New	1	6085 Processor-909-027917 (Rockville, MD)		
New	1	Canon NP8570 Copier 8570 CDC04206 (Arlington, VA)		
New	1	Sorter V (8000)SOCA5KBU21182 (Arlington, VA)		
New	1	Control Counter II (Arlington, VA)		
New	1	Control Counter Socket II (Arlington, VA)		

This Schedule is attached to and becomes part of the Lease Agreement dated 2 October, 19 87, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert A Blue

Title: Sr. V.P.

MAR Incorporated
(LESSEE)

BOOK 519 PAGE 431

CARLYN

SYSTEMS INCORPORATED

SCHEDULE "A"

Page 2 of 3

New/Used	Quantity	Description of Equipment	Year & Model	Serial No.
New	1	Canon NP-2015S Copier (Severna Park, MD)		
New	1	Cabinet NP150/2000 Canon (Severna Park, MD)		
New	1	Installation and Delivery of 6085 System (Falls Church, VA)		#53D-031023
New	1	Installation and Delivery of 909 System (Rockville, MD)		#909-027917
New	1	6085 Processor-53D-031023 (Falls Church, VA)		
New	1	6085 Processor-72D (Falls Church, VA)		
New	1	6085 Processor-64D (Falls Church, VA)		
New	1	6085 Processor-65D (Falls Church, VA)		
New	1	6085 Processor-80D (Falls Church, VA)		
New	1	6085 Processor-69D (Falls Church, VA)		
New	1	6085 Processor-78D (Falls Church, VA)		

This Schedule is attached to and becomes part of the Lease Agreement dated 2 October, 19 87, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert A. Pl[illegible]

Title: Sr V P

MAR Incorporated
(LESSEE)

CARLYN

SYSTEMS INCORPORATED

519 432

SCHEDULE "A"

Page 3 of 3

New/Used	Quantity	Description of Equipment	Year & Model	Serial No.
New	1	6085 Processor-77D (Falls Church, VA)		
New	1	6085 Processor-75E (Falls Church, VA)		
New	1	6085 Processor-74E (Falls Church, VA)		
New	1	6085 Processor-97EB (Falls Church, VA)		
New	1	6085 Processor-72E (Falls Church, VA)		
New	1	6085 Processor-85E-B (Falls Church, VA)		
New	1	6085 Processor-~~76~~ 87E-B (Falls Church, VA)		

This Schedule is attached to and becomes part of the Lease Agreement dated 20 October, 19 89, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert Blair

Title: Sr V P

MAR Incorporated
(LESSEE)

BOOK 519 PAGE 433

4. ☐ Filed for record in the real estate records	5. ☐ Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Rodney White dba Bob Cat Service 965 Balto. & Annapolis Blvd. Severna Park, MD 21146	2. Secured Party(ies) and address(es) Clark Equipment Credit Corporation 128 E Front Street Buchanan, MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office)

BK 477 Page 439

7. This statement refers to original Financing Statement No. 253771 filed (date) 11 Sep 84 with Anne Arundel Cty.

8. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ F. Other

Contract # 203623 P87

RECORD FEE 10.00

CLARK EQUIPMENT CREDIT CORPORATION

By R. G. Hanson

Signature(s) of Secured Party(ies)

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

Filing Officer Copy — Alphabetical

 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 Identifying File No. 519 PAGE 434

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 10/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM H. BENSON

Address 8247 NEW CUT ROAD SEVERN, MARYLAND 21144

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any)

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

1 - USED KUBOTA TRACTOR MN# B7100DT

SN# 60475

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

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 H Benson
(Signature of Debtor)

WILLIAM H. BENSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CORP. SECY
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

15.50

BOOK 519 PAGE 435

FINANCING STATEMENT

Recording Fee No.

270450

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

If assignment or release, give recording information for original financing statement

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

This financing statement dated 9-30-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name INTERCAD

Address 2525 RIVA RD., ANNAPOLIS, MD

2. SECURED PARTY

Name VARITYPER

Address 11 MT. PLEASANT AVE., E. HANOVER, NJ 07936

Name And Address Of Assignee (Indicate by [illegible] Additional Parties As Above)

3. Maturity date of obligation (if any)

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

1 - VT600 Laser Printer
S/N 800149

CHECK [illegible] BOXES 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)

2525 RIVA RD., ANNAPOLIS, MD

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

John C. Gibhardt
(Signature of Debtor)
JOHN GIBHARDT
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

D. Lotorto
(Signature of Secured Party)
DOMENICK LOTORTO
Type or Print Above Name on Above Line

11 50

BOOK 519 PAGE 436

270-451

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)
Eagle Sales & Service, Inc.
10610 Ciron Bridge Rd.
Jessup, MD 20794

2. Secured Party(ies) and address(es)
Capital Forklift
P. O. Box 1100
9950 Washington Boulevard
Laurel, MD 20707

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

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

One (1) Used Nissan CFG105 Lift truck S/N CFG10505311
w/ 187" Mast; Cushion tires, Side shifter; forks;
LP gas

5. Assignee(s) of Secured Party and Address(es)
Eaton Corporation
Eaton Center
1111 Superior Avenue
Cleveland, OH 44114

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

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

Filed with: Clerk of Circuit Court - Anne Arundel County

Eagle Sales & Service, Inc.

By X [signature] (Signature(s) of Debtor(s))

Capital Forklift

By X Eddie Weinstein - Pres (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 519 PAGE 437 2704552

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)

INTERIOR & EXTERIOR DESIGN
1131 SUNRISE BEACH ROAD
CROWNSVILLE, MARYLAND
21032

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

BALDWIN SERVICE CENTER INC.
41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND
21401

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

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

1 - NEW	KUBOTA	TRACTOR	MN#	L2550	SN#	58509
1 - NEW	KUBOTA	LOADER		BF400		15076
1 - NEW	KUBOTA	MOWER		RC60-25		11122
1 - NEW	WOODS	BACKHOE		BH750		04765

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

KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
30348-5598

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

Daniel B. Mallonee
Rosario H. Mallonee
Signature(s) of Debtor(s)

BALDWIN SERVICE CENTER INC.
By: [illegible] CORP SECY
Signature(s) of Secured Party(ies)

Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 519 PAGE 438

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 270-153

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 October 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Council Automatic Service, Inc.

Address ~~3220 Mountain Road~~ (P.O. Box 1257) Pasadena, MD 21122

2. SECURED PARTY

Name State Sales & Service Corporation

Address 7160 Ambassador Road Baltimore, Maryland 21207

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

3. Maturity date of obligation (if any) _____

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

2 APC 6600XL Snack 32 Sel, IC W/Gum & M SN#17154,17152 (APC)
2 Mars TRC 6000 Coin Mech SN#707-13108,707-13104 (Mars)
2 Mars 400 Count Bill Acceptor SN#705-04115,705-04036 (Mars)

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)

Council Automatic Service, Inc.
(Corporate or Trade Name)

Edward C Ahern
(Signature of Debtor)

Edward C. Ahern, President
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

State Sales & Service Corporation

(Signature of Secured Party)

Stephen B. Koenigsberg, Exec., V.P.
Type or Print Above Signature on Above Line

11.50

A/C# 1-037J-C-02-04832-0
Anne Arundel County

270454

BOOK 519 PAGE 439

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 B.E.K. Enterprises, Inc.

Address 303 Songwood Ct. Millersville, MD 21108

2. SECURED PARTY

Name The Milton James Company

Address 8411 Pulaski Hwy. Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

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

3. Maturity date of obligation (If any) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

B.E.K. Enterprises, Inc.

See attached for originial signature
(Signature of Debtor)

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)
LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

17.00
.50
17.50

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

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each hereinafter called "CREDIT") its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale agreement and/or lease and/or chattel mortgage (herein called "contract") dated October 27, 1987

between The Milton James Company (Seller/Lessor/Mortgagee)

and B.F.X. Enterprises, Inc. (Name) 303 Songwood Ct. Millersville, MD 21108 (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 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 free and clear of all obligations arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it covers the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or indemnities not contained in the contract have been made or given; it reserves a valid, free and clear, title and creates a first security interest and/or lien in and to the Property; 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 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, bills, chattel mortgages and financing 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 assign 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 herein) 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 notice 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 of the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 31,201.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of October, 19 87

The Milton James Company

(Seller/Lessor/Mortgagee)

By Brian N. Rowland Pres

(If corporation, print or type exact corporate name, have authorized officer sign, attest hereto and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

BOOK 519 PAGE 441

TO: The Milton James Company (Seller) FROM: B.E.K. Enterprises, Inc. (Buyer)

8411 Pulaski Hwy. Baltimore, MD 21237 (Address of Seller)

303 Songwood Ct. Millersville, MD 21108 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)

One (1) New John deere Model 310C Loader Backhoe with Cab & Extendahoe, S/N 742105

* Description of any Trade-In:

(1) CASH SALE PRICE	$ 49,819.00
(2) DOWN PAYMENT in Cash	$ -0-
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	$ 9,810.00
(4) UNPAID BALANCE [Items (1)—(2)—(3)]	$ 40,009.00
(5) INSURANCE and other Benefits	$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	$ 100.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	$ 40,109.00
(8) FINANCE CHARGE (Time Price Differential)	$ 11,152.60
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	$ 51,261.60
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	$ 61,071.60

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 303 Songwood Ct. (Street and Number) Millersville (City) Anne Arundel (County) Maryland (State)

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 Fifty one thousand two hundred sixty one and 60/100********** ********** Dollars ($ 51,261.60) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of $ 1,067.95 and the final installment being in the amount of $ 1,067.95 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, receive 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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 27, 19 87

Accepted: The Milton James Company (SEAL)
(Print Name of Seller Here)

By: Brian N. Barkard Pres.

Brian N. Barkard Pres.
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKER(S):

B.E.K. Enterprises, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: Edward Richardson Pres.

Co-Buyer-Maker: Edward Richardson Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

By:

CA-L-2(7-76)

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

[illegible] of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of [illegible] the terms and conditions hereof or any other agreement with Holder, or becomes insolvent or changes the management, operation, ownership or control of a bankruptcy, reorganization or other insolvency proceeding instituted by or against Buyer, or if Holder shall at any time deem the property in danger of abuse, 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 and any guarantor signing below hereby designate and appoint Stuart F. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County 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 provisions 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, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED, 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 default by the Buyer thereon named ("Buyer") of any payment at its due date, and 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 F. 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, credits, 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 discharge 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 and of default on the contract and of any other sale 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 proceeding 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 instrument paper, hereby agreeing that any filing or recording or transcript 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 arose 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 by 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 the 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 so as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____ _____ (SEAL) } Signature of Seller
(Corporate, Partnership or Trade Name or Individual Signature)

_____ By _____ }
(Witness) (Signature—Title of Officer, "Partner" or "Proprietor")

To Be Recorded In The Land Records And In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of $1,750.00 On Principal Amount Of $250,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: BYERS/MARLEY STATION LIMITED PARTNERSHIP
30 Pond Park Road
Hingham, Massachusetts 02043

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Daniel G. Bittner,
Commercial Loan Officer

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights 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;

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(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;

(iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

(v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) All of the Equipment described on Schedule A attached hereto and made a part hereof;

(xii) All rights of the Debtor to rent and other payments under that certain sublease dated February 23, 1987 by and between the Debtor and Byers, Inc.;

(xiii) General Intangibles in the form of goodwill; and

(xiv) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

5. Some of the above described personal property may be affixed to the real property described on Exhibit A attached hereto and made a part hereof. TKL East, is the record owner of such real property.

DEBTOR:

BYERS/MARLEY STATION LIMITED PARTNERSHIP, A Massachusetts Limited Partnership

By: BYERS, INC.,
A Delaware Corporation,
General Partner

By: _____(SEAL)
Edward E. Byers, Jr.,
President

Date: August __, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6683

BB5140045
6683.FS

SCHEDULE A

ITEM #	QTY.	DESCRIPTION	MODEL #
1	2	Computors	FAST#MCF-821-AJFQ
2	1	Proofer	ESR #2001E
3	1	Convection Oven	Blodgett V-112
4	1	Counter	Custom
5	3	Ice Bins	Delfield #240
6	1	Coffee Maker	Cecilware #SSB-3
7	1	Coffee Maker	Cecilware #SSB-SWT
8	1	Soda Gun	By Owner
9	1	Bagel Toaster	Toastmaster #1D2-2B
10	1	French Toast Maker	Cecilware EL-1812
11	1	Potato Warmer	Wells #RW-26
12	2	Microwave Ovens	Amana #RC-14SE
13	1 Lot	Dispensers	Serv-O-Lift
14	1	Sandwich Station	Custom
15	1	Take-out/Wrap Station	Custom (Incl. #4)
16	1	Mobile Bin	Union Steel #UT625
17	1	Orange Juicer	Automatic #W-47
18	1	Counter	Custom (Incl. #4)
19	1	Hose Bibb	T & S #B-169
20	1	Counter	Custom (Incl. #4)
21	2	Cash Registers	By others
22	1	Yogurt Machine	By others
23	3	Blenders	Waring
24	1	Sink Unit	Polar
25	2	Juice Dispensers	By Others
26	1	Juice Counter	Custom (Incl. #4)
27	1	Grinder	Blickman #AG-1
28	1	Counter	Custom (Incl. #4)
29	2	Soda Dispensers	By Others
30	1	Beverage Cold Pan	Atlas W1CL-4
31	1	Fruit/Pie Station	Custom
32/33		Spare Nos.	
34	4	Soup Wells	Wells SS-10D
35	1	Soup Counter	Custom

ITEM #	QTY.	DESCRIPTION	MODEL #
36	1	Soup Counter II	Custom/Wells H336
37		Spare No.	
38	1	Salad Counter	Custom
39	1	Hot Food Counter	Custom/Wells SS206
40	1	Sandwich Counter	Custom
41	1	Tray Slide/Front	Custom
42	1	Fruit Display Case	By others
43	1	Bakery Display Case	By others
44	1	Cheese Melter	Wells FT200
45	1	Glass Sneeze Guards	By others
46		Spare No.	
47	1	Hot Plate	Wells #H-70
48	1	Disposer	ISE#SS-50-5
49	1	Dish Table Assembly	Custom
50	1	Dish Machine	Jackson 150B
51	1	Booster	Incl. in #50
52	1	Ice Crusher	Kold Draft #T-10
53	1	Ice Machine	(2) Kold Draft GB503/ GBN760
54	1	Pot Rack	Custom
55	1	Steamer	Cleveland #6CEM27
56	1	Convection Oven	Blodgett #CTB-1 (w/o legs)
57	1 Lot	Prep Tables/Shelves	Custom
58	1	Hot Plate	Wells #H-70
59	1	Slicer	Univex #8512
60	1	Scale	Edlund E-32
61	1 Lot	Prep Tables/Shelves	Custom
62	1	Food Cutter	Ditto Dean #TR21
63	7	Silver Cylinders	Steril-Sil
64	2	Napkin Dispensers	Serv-O-Lift
65	1	Tank Rack	By owner
66/67		Spare No.	
68	1	Pot Sink	Custom
69	1 Lot	Cooler/Freezer	Tafco
70	1 Lot	Shelving	Amco
71/72	2	Compressors	Tafco
73	1	Compressor for #14	Custom
74	1	Compressor for #31/36	Custom
75	1	Compressor for #38	Custom
76	1	Compressor for #40	Custom
77/78		Spare No.	
79	1	Condiment Stand	To be designed
80	1	Flatware/Napkin Stand	To be designed
81 thru 115		By others	
116	1	Shelf Unit	Amco
117	2	Shelf Units	Amco
118	1	Shelf Unit	Amco/Security

EXHIBIT A

Store Number 215, situated on the upper level of Building D of the Marley Station Mall, 7880-7900 Ritchie Highway, Glen Burnie, Maryland.

Record Owner - TKL-East, a Michigan co-partnership.

STATE OF MARYLAND

BOOK 519 PAGE 450

FINANCING STATEMENT FORM UCC-1

Identifying File No. [illegible]

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 ROBERT E. SIEVERS

Address 586 PINE DRIVE PASADENA, MD 21122

2. SECURED PARTY

Name CORNWELL QUALITY TOOLS CO.

Address 667 SEVILLE RD. WADSWORTH, OH 44281

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

3. Maturity date of obligation (if any) 1992

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

DEALER GRANTS TO THE COMPANY A SECURITY INTEREST IN ALL INVENTORY AND ACCOUNTS RECEIVABLES NOW OWNED OR HEREAFTER ACQUIRED.

Name and address of Assignee

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)

Robert E. Sievers
(Signature of Debtor)

ROBERT E SIEVERS
Type or Print Above Name on Above Line

Robert E. Sievers
(Signature of Debtor)

Robert E. Sievers
Type or Print Above Signature on Above Line

Cornwell Quality Tools Co.

Barbara A. Basler Collection Adm.
(Signature of Secured Party)

Cornwell Quality Tools Co.
Barbara A. Basler, Collection Adm.
Type or Print Above Signature on Above Line

1450

STATE OF MARYLAND

BOOK 519 PAGE 451

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2204537

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 12 October 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George A. Elliott

Address 1304 Tab Street, Odenton, MD 21113

2. SECURED PARTY

Name Cornwell Quality Tools Co.

Address 667 Seville Rd., Wadsworth, OH 44281

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

DEALER GRANTS TO THE COMPANY A SECURITY INTEREST IN ALL INVENTORY AND ACCOUNTS RECEIVABLE NOW OWNED OR HEREAFTER ACQUIRED.

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)

G A Elliott
(Signature of Debtor)

George A. Elliott
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cornwell Quality Tools Co.

Barbara A. Basler Collection Adm.
(Signature of Secured Party)

Cornwell Quality Tools Co.
Barbara A. Basler, Collection Adm.
Type or Print Above Signature on Above Line

12.50

STATE OF MARYLAND BOOK 519 PAGE 452

Identifying File No. 274153

FINANCING STATEMENT FORM UCC1

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 Cintronix, Incorporated

Address 913 Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name AT&T Information Systems Inc.

Address 225 Littleton Road, Morris Plains, NJ 07950

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 attached for appropriate statement of collateral.

Name and address of Assignee

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)

Leanne Cintron
(Signature of Debtor)
Leanne Cintron

Cintronix, Incorporated
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kitty Turner DTS/JF
(Signature of Secured Party)

AT&T Information Systems Inc.
Type or Print Above Signature on Above Line

11.50

BOOK 519 PAGE 453

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland	TOTAL NUMBER OF SHEETS

CONTINUATION OF FINANCING STATEMENT BETWEEN

Secured Party:

AT&T Information Systems Inc.
225 Littleton Road
Morris Plains, NJ 07950

Debtor:

Cintronix, Incorporated
913 Commerce Road
Annapolis, MD 21401

All inventory of goods, software, documentation, merchandise, and equipment, now held or hereafter acquired by DEBTOR under any sales agreement(s) between the DEBTOR and the SECURED PARTY, and all inventory of goods, software, documentation, merchandise, and equipment bearing the trademark of AT&T either singly or in combination with any other word or words (including spare parts, peripheral equipment, and accessories) together with all additions or accessions thereto and accounts, contract rights, documents, instruments, general intangibles, and chattel paper of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Cintronix, Incorporated

DEBTOR

AT&T Information Systems Inc.

Kitty Turay DAB/PC

SECURED PARTY

BOOK 519 PAGE 454

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

3. Maturity date (if any): 7021

1. Debtor(s) (Last Name First) and address(es)
S&S Hardware Inc.
xx xxxxxxxxxxxxxxx
1115 Annapolis xxx Road
Odenton, Md. 2113

2. Secured Party(ies) and address(es)
TSC Leasing Corporation
444 Earhart Way
Livermore, CA 94550

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. ~~L020677~~ 258944
Filed with xx county Date Filed 10/24 19 85

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. All Collateral on Original Financing Statement.

Send Acknowledgement to Assignee:
General Eletric Credit Corporation
2121 Towne Center Drive Suite 220
Anaheim, CA 92806

86-7109
10-31-85

No. of additional Sheets presented

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

TSC/LEASING
By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

BOOK 519 PAGE 455

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

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

3. Maturity Date

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

Wilson, Laurence E.
510 S. Lakeland
Severna Park, MD 21146

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

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

This Statement refers to original Financing Statement No. 251864

Date filed: 4-30, 1954 Filed with Clk of the Crt.

This instrument prepared by

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 property indicated below:

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 property indicated below.

D. ☒ **TERMINATION** — The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT** — The financing statement bearing the above file number is amended

☐ To show the Secured Party's new address as indicated above;

☐ To show the Debtor's new address as indicated above;

☐ As set forth below

Book 473
Pg 31

(Debtor)
(Signature of Debtor, if required)

(Secured Party)

Dated: October 29, 1967

By: C. A. Robertson
(Signature of Secured Party)

FMCC
DEC 66 7288-A

Previous editions may NOT be used.

10.50

FILING OFFICER COPY - ALPHABETICAL

COUNTY

STATE OF MARYLAND

FINANCING STATEMENT FORM USSC 519 PAGE 456 Identifying File No. 270701

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 J. Marley Corporation DBA: MARYLAND YAMAHA/SUZUKI

Address 6027 RITCHIE HIGHWAY, BALTIMORE, MARYLAND 21225

2. SECURED PARTY

Name YAMAHA MOTOR CORPORATION, U.S.A. AND YAMAHA PARTS DISTRIBUTORS, INC.

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) _____

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

All YAMAHA Motorcycles, Snowmobiles, All Terrain Vehicles, Karting Products, Engines, Golf Cars, Sun Classics, Pumps, Snow Blowers, Generators, Water Vehicles, Outboard Motors, Lawn and Garden Equipment and Tractors, and RIVA Motor Scooters; all YAMAHA parts, tools and accessories; all RIVA parts, tools and accessories; all accessories, attachments, accessions, replacements, substitutions, additions and improvements to any of the foregoing; all such other products (including, without limitation, all equipment and inventory) as may be distributed by YMUS, its subsidiaries and affiliates (including, without limitation, YPDI); and the proceeds of any of the foregoing, including, but not limited to, proceeds of insurance covering the Collateral, or any portion thereof, and any and all accounts, equipment, inventory, general intangibles, negotiable collateral, money, deposit accounts, or other tangible or intangible property resulting from the sale or disposition of the Collateral, or any portion thereof or interest therein, and the proceeds thereof.

Name and address of Assignee

"This Is A General Filing 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)

(Signature of Debtor)

JOHN P. MARLEY

Type or Print Above Name on Above Line

(Signature of Debtor)

CHARLES F. SMITH JR

Type or Print Above Signature on Above Line

Tamara C Ruminer

(Signature of Secured Party)

TAMARA C RUMINER

Type or Print Above Signature on Above Line

18

BOOK 519 PAGE 457

FINANCING STATEMENT

NAME OF DEBTOR: Eugene Grubbs, d/b/a, Gene's Flaming Bull

NAME OF SECURED PARTY: Harold Flynn, d/b/a, Dynamic Wholesale, Inc., 7714 Old Alexander Ferry Road, Clinton, Maryland 20735

1. This financing statement covers the following types of property:

A. One walk-in cold box (6x8 foot, Maker: Vollrath)

B. One (1) Hobart slicer (Serial # 180 4737, Model 1612).

C. Double Pitco fryer (Serial # 859Y85052 SN 85Y885052SN)

Eugene Grubbs

Eugene Grubbs, for Gene's
Flaming Bull
5720-I Deale-Churchton Road
Deale, Maryland 20751

Harold Flynn, for Dynamic
Wholesale, Inc.
7714 Old Alexandria Ferry Rd
Clinton, Maryland 20735

17.50

Anne Arundel
03626

BOOK 519 PAGE 458

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270403

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 Mickens, Clarence T/A Mickens Trucking Company

Address 2495 Wintergreen Way Gambrills, MD 21054

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 filling herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Clarence Mickens T/A Mickens Trucking Company

See attached for original signature
(Signature of Debtor)

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)
LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

12.00

TRANSFER AND ASSUMPTION AGREEMENT 519 PAGE 450

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date ..... 19 .....

Account # 8-561W-C-02-03826

Gentlemen

David M. Palmer (hereinafter referred to as "Transferor") has heretofore acquired from Washington Freightliner, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property")

One (1) 1978 Freightliner Tractor, Model FLT8164T, S/N FLT 8164T 151936

One (1) 1983 Freightliner Tractor, Model FLT8664T, S/N FLT 8664T 218877

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated March 9 19 87, said Contract being in the stated sum of $ 12,170.64 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to **CREDIT ALLIANCE CORPORATION** which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is $ 10,142.20, which shall be payable in 18 consecutive monthly instalments of $ 507.11 each plus one final instalment of $ 507.11 the first instalment being due September 25 19 87.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Clarence Mickens T/A Mickens Trucking Company residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 2495 Wintergreen Way, Gambrills, MD 21054 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and or hereafter acquired by Transferee. The Property is now located at 8034 Clark Station Road, Severn, MD 21054

and will be kept at 2495 Wintergreen Way, Gambrills, MD 21054

Attest: Richard Crawford

Signature of Transferor

By David M. Palmer, Owner
(Title)

Attest: Richard Crawford

Signature of Transferee

By Clarence Mickens, Owner
(Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests **CREDIT ALLIANCE CORPORATION** to consent thereto.

Attest: Richard Crawford

Washington Freightliner, Inc.
(Dealer)

By .....

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION

By: .....

LARRY F. KIMMEL, ADMIN. V.P. Vice President

Form CA-L-13

STATE OF MARYLAND

BOOK 519 PAGE 460

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270464

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 October 28, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Commtex Inc.

Address 1655 Crofton Boulevard, Crofton, Maryland 21114

2. SECURED PARTY

Name Textron Financial Corporation

Address 18201 Von Karman Ave.

Irvine, CA. 92715

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

One (1) - Quad Systems Corporation Quadstar 100 Assembly System with vacuum pump, set of four (4) 3.75" tooling support posts, smart chuck controller, seven (7) positioning chucks, four (4) two-position chuck bases, eight (8) chuck holder bases, five (5) vibratory feeder bases, five (5) custom double-deck tube feeders, electronic tape feeder base, three (3) 8mm electronic tape feeders, 12mm electronic tape feeder, blank tube feeder plate, program manager and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights. This statement is filed in connection with a lease transaction and is filed for precautionary purposes only.

CHECK ☒ THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Commtex Inc.

Type or Print Above Name on Above Line

Robert Hamilton

V-P, Finance

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn E. Redding - Reg. Sls Mgr

(Signature of Secured Party)

Textron Financial Corporation

Glenn E. Redding, Reg Sales Mgr.

Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND BOOK 519 PAGE 461

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270465

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 Michelin Tire Corporation

Address 7468 Candlewood Road, Harmans, MD 21077

2. SECURED PARTY

Name National Computer Equipment Corporation

Address 200 Maple Park Boulevard, St. Clair Shores, MI 48081

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)3174-01R s/n B0909 Communications Controller w/1046, (3) 3103

Name and address of Assignee
FIRST MACOMB LEASING CORPORATION
Seven N. Gratiot
Mt. Clemens, MI 48043

This filing is for informational purposes only and is intended as notice of the existence of a true Lease Agreement #2908 dated 1-26-84, Schedule O between secured party as Lessor and Debtor as Lessee. This filing is intended to perfect whatever security interest Lessor or its Assignee may have in the equipment.

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)

(Signature of Debtor)

Michelin Tire Corporation
Type or Print Above Name on Above Line

Clarence A. Koerber
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark A. Lin
(Signature of Secured Party)

National Computer Equipment Corp.
Type or Print Above Signature on Above Line

11 50

BOOK 519 PAGE 462

270166

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

Anne Arundel County

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 9/21/82
Maturity date (if any)

Record Reference #244339 Liber 454 Page 224

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Leo's Vacation Center, Inc.	729 Md. Route 3 North Plus any and all other locations.		Gambrills,	MD 21054

Name of Secured Party or assignee	No.	Street	City	State
ITT COMMERCIAL FINANCE CORP.	P.O. BOX 489		COLUMBIA,	MD 21045

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 ; Amendment

Please amend Secured party name and address to read as listed above.
(We were formerly ITT Diversified Credit Corp., located in Cherry Hill, NJ.)

RETURN TO:

Debtor(s) or assignor(s)

Leo's Vacation Center, Inc.

Gregory A. Merkel

Gregory A. Merkel Sec-Treas.
(Type or print name under signature)

ITT Commercial Finance Corp. formerly ITT Diversified Credit Corp. ___(Seal)
(Corporate, Trade or Firm Name)

Credit Manager
Signature of Secured Party or Assignee

Kenneth N Collins Credit Manager
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.50

BOOK 519 PAGE 463

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 353 Page No. 497

Identification No. [illegible] Dated 9/2/87

1. Debtor(s) { Lemuel W. Fitzpatrick and Stephanie L. Fitzpatrick
Name or Names—Print or Type
[illegible] Greenwood Rd., Lutherville, [illegible]
Address—Street No. City County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No. City County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

Dated: 10/27/87

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.60

BOOK 519 PAGE 464

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. [illegible]

Page No. 177

Identification No. 265167

Dated 12/16/66

1. Debtor(s)

Robert L. and Deborah A. Hooper
Name or Names—Print or Type

[illegible] Greenwater Ct. Rosedale Md. [illegible]
Address—Street No. City—County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
Name or Names—Print or Type

6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No. City—County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

Dated: 10/27/67

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)

130

Anne Arundel County

BOOK 519 PAGE 465

270467

File No. .....
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax.

XX Subject to Recordation Tax on principal amount of $ 9,527.93

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

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor	Address
Craig A. Wynne and Janet L. Wynne Individually & t/a The Oak Barn	8205 Cloverleaf Drive Millersville, Maryland 21108

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

AND

U.S. SMALL BUSINESS ADMIN.
Baltimore District Office
10 North Calvert St., 3rd Floor
Balt., Md. 21202

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

SEE ATTACHED SCHEDULE A DESCRIBING COLLATERAL

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds)) of the collateral are also specifically covered.
..... Products)

Debtor	Secured Party (Assignee)
Craig A. Wynne and Janet L. Wynne Individually & t/a The Oak Barn	THE CITIZENS NATIONAL BANK
By: Craig A. Wynne	By: Joseph L. Bracone, Joseph L. Bracone, Regional Vice President
By: Janet L. Wynne	
By:	Type or print all names and titles under signatures.

35
76.50

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the day of , 19 , by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

BOOK 519 PAGE 468

All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof, whether purchased with loan proceeds or otherwise.

All accounts receivable now existing or hereafter created and all proceeds thereof.

All contract rights now existent or hereafter created and all proceeds thereof.

All machinery and equipment (including licensed business automotive), and furniture and fixtures now owned or hereafter acquired, whether purchased with loan proceeds or otherwise subject, but not limited to the following:

1 - Royal ER 145 Cash Register, s/n 146146
2 - Realistic Wireless Intercom, No. 43-212A
1 - Radio Shack Desk Phone s/n S721463
1 - Radio Shack Wall Phone, s/n S022261
1 - Radio Shack Desk Phone, s/n S7086034
1 - Radio Shack Desk Phone, s/n 425488
1 - Casio Desk Calculator, s/n 3229021
1 - Panasonic Electric Pencil Sharpener, s/n KP-77
1 - Emerson Television, s/n 63307445
1 - Portable Desk Lamp, No. 56428
1 - Brother AX-1o Typewriter s/n D61287347
1 - Sharp Calculator EL-1611, s/n 5827103
1 - Patton Heater, s/n 85-H10-015775
1 - Dynasy Classics Desk Fan, no. A7000654
1 - DeLonghi Air Heater, s/n 8635
1 - Goldstar Microwave Oven, s/n 60403436
1 - Royal 153 Vaccum s/n CB7A001088
1 - Hotpoint Refrigerator
1 - Emerson Console Humidifier s/n 081586
1 - Thomas Radio #1304, Model BD109, s/n 8606
1 - DeLonghi Air Heater
1 - Security Imprinter Corp (Credit Card Machine) s/n 869258
1 - Portable Desk Lamp, No. 158199
1 - Sharp Calculator EL-1611, s/n 41044367
1 - York Air Conditioner - (4 tons) s/n MGSS297106
1 - York Air Conditioner (4 tons) s/n MFSS266342
1 - York Air Handlers s/n MGSS297086
1 - York Air Handlers s/n MFSS266337
1 - 1987 Ford Van s/n 1FTDE14Y6HHA95802
1 - 1980 Ford Truck a/n E37LHHJ2322

All vehicles and equipment complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

I hereby certify under penalty of perjure that the filing fee as required by the Motor Vehicle Administration for the security interest in the above motor vehicles has been paid.

Joseph L. Bracone, Regional V. P.

Craig A. Wynne and Janet L. Wynne
Individually & t/a The Oak Barn

WITNESS: _____ _____ (SEAL)
Craig A. Wynne

WITNESS: _____ _____ (SEAL)
Janet L. Wynne

ADDRESS: 8205 Cloverleaf Drive
(STREET)

Millersville, A.A., Maryland 21108
(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

_____

_____
(SECRETARY)

BY: _____
TITLE

BOOK 519 PAGE 467 270463

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

FINANCING STATEMENT

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

ADDRESS: PO BOX 677
CITY & STATE: LANHAM, MD 20706

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
VERNON GIBSON		10-30-87	
CECIL GIBSON		ACCOUNT NO	TAB
712 KINGFISHER RD DEALE MD	20751	2147018033	4132

Filed with: ANNE ARUNDEL CTY

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

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
76	Chev.			1D35V6B617408		

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

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

(c) Other (describe)

"THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY:
CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

FILING FEE 12.00
EE TAX TAX 17.50
DUPLE .50
BALANCE DUE 29.50
11/03/87
JA

UNDERLYING TRANSACTION [X] IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS $ 2294.00.

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

BY Susan Matthews
TITLE

Vernon Gibson
VERNON GIBSON — DEBTOR

Cecil Ann Gibson
CECIL GIBSON — DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

12.50 17.50 .50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

BOOK 519 PAGE 468

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

Statement refers to original Financial Statement, Identifying File Number 3602070 recorded

in Liber 498, Folio 360 on May 27, 1986 (date)

1 DEBTOR(S)

Name(s) Annapolis Commerce Park Limited Partnership
c/o Peter C. Gabardini

Address(es) 910 F Bestgate Road

Annapolis, MD 21401

2 SECURED PARTY

Name Equitable Bank, National Association

Address 100 S. Charles St.

Baltimore, MD 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 [X] 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

9 DEBTOR:

SECURED PARTY:

Equitable Bank, National Association

By William E. Eyring, Jr.

William E. Eyring, Jr.
Vice President
(Type Name and Title)

Form 24 (11/83)

10
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Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

BOOK 519 PAGE 469

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 257580 recorded in Liber 487, Folio 273 on July 26, 1985 (date)

1 DEBTOR(S)

Name(s) Annapolis Commerce Park Limited Partnership
c/o Peter C. Gabardini

Address(es) 910 F Bestgate Road

Annapolis, MD 21401

2 SECURED PARTY

Name Equitable Bank, National Association

Address 100 S. Charles St.

Baltimore, MD 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 [X] 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

RECORD FEE 10.00
POSTAGE .50
#41850 C717 TRN 10:02
11/03/87

9. DEBTOR:

SECURED PARTY:

Equitable Bank, National Association

By William E. Eyring, Jr.
Vice President
(Type Name and Title)

10

Form 24 (11/83)

25596

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

BOOK 519 PAGE 470

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 257624 recorded in Liber 487 Folio 270 on July 26, 1985 (date)

1 DEBTOR(S)

Name(s) Anne Arundel County, Maryland

Address(es) Arundel Center

Annapolis, MD 21401

2 SECURED PARTY

Name Equitable Bank, National Association

Address 100 S. Charles St.

Baltimore, MD 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 [X] 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

RECORD FEE 10.00
POSTAGE .50
MICROFILM STAMPS 110102
11/03/87

9 DEBTOR:

SECURED PARTY:

Equitable Bank, ~~National~~ Association

By William E. Eyring

William E. Eyring, Jr.
Vice President
(Type Name and Title)

10

Form 24 (11/83)

BOOK 519 PAGE 471

270171 31616

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

1. DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL)
Data Cash Register Systems

1A. SOCIAL SECURITY OR FEDERAL TAX NO.
43-1069187

1B. MAILING ADDRESS
2605 Metro Blvd.

1C. CITY, STATE
Maryland Heights, MD

1D. ZIP CODE
63043

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 International Business Machines Corporation
MAILING ADDRESS 2500 Windy Ridge Parkway
CITY Marietta STATE GA ZIP CODE 30067

4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

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 ATTACHED EXTENSION SHEET FOR
APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

7. CHECK IF APPLICABLE [X] 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED [X]

7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM [ ] [ ] [ ] [ ]

8. CHECK IF APPLICABLE [X] [ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n)

9. X Stephen X Clarman DATE 10/19/87
SIGNATURE (S) OF DEBTOR (S)

Data Cash Register Systems
TYPE OR PRINT NAME (S) OF DEBTOR (S)

N J Klet
SIGNATURE (S) OF SECURED PARTY (IES)

International Business Machines Corporation
TYPE OR PRINT NAME OF SECURED PARTY (IES)

11. RETURN COPY TO:

NAME
ADDRESS DATA-FILE SERVICES, INC.
CITY 1728 OLYMPIC BLVD.
STATE SANTA MONICA, CA 90404
ZIP CODE

CODE 1 2 3 4 5 6 7 8 9 0

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

FORM UCC-1

BOOK 519 PAGE 472 31616

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland | TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

International Business Machines
Corporation
2500 Windy Ridge Parkway
Marietta, GA 30067

DEBTOR:

Data Cash Register Systems
2605 Metro Blvd.
Maryland Heights, MD 63043

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:

All inventory of goods and merchandise now held or hereafter acquired by DEBTOR bearing the tradename(s) and/or trademark(s) "IBM" either singly or in combination with any other word or words, together with all additions and accessions thereto and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Data Cash Register Systems

Stephen Kramer
DEBTOR

Steve Kramer
Filing Officer Copy

International Business Machines

SECURED PARTY

3
SHEET No.

BOOK 519 PAGE 473

FINANCING RECORDS - CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

270475

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is: $1,370,800.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement (hereinafter called the "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.

RECORD FEE 19.00
POSTAGE .50
#094280 C23T R02 T12:33
11/03/87
JA

FINANCING STATEMENT

1. Debtor: Address:

ARROWHEAD ESTATES
JOINT VENTURE

10015 Old Columbia Road
Columbia, Maryland 21046

2. Secured Party: Address:

Chesapeake Federal Savings
and Loan Association

2001 E. Joppa Road
Baltimore, Maryland 21234

3. Trustees: Address:

Michael A. Ciotta and
Howard J. Burton

2001 E. Joppa Road
Baltimore, Maryland 21234

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises 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, awning, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partition, 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 appurtent 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 permits and the like, all bonds and all surety for bonds, sewer taps, permits and allocations paid or unpaid, use permits, agreements for utilities 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 limitations, the proceeds of insurance and condemnation awards; and

(e) 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.

(f) All leases of the Land and the Improvements 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 hereunder 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 applied 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

(g) All contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right upon an Event of Default to receive and collect the proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust 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, if any:

Debtor:

ARROWHEAD ESTATES JOINT VENTURE

By: SUPERIOR SERVICE CORPORATION

By: _____
H. Allen Becker, President

By: DIVERSIFIED LAND CORPORATION
OF MARYLAND

By: _____
B. Paul Montgomery, Vice-President

Secured Party:

CHESAPEAKE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: _____
Howard J. Burton, Vice-President

To the filing Officer: After this Financing Statement has been recorded, please mail the same to:

RICHARD N. KERR
Attorney at Law
813 Maiden Choice Lane
Suite - A
Baltimore, Maryland 21228

SCHEDULE "A"

BEGINNING FOR THE FIRST THEREOF and being known and designated as Lots Nos. 1, 2, 4, 5, 26 and 28, as shown on the Plat of Section One, ARROWHEAD FARMS ESTATES, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 86, folio 33, together with the Bed of Arrowhead Farms Road, 50 feet wide, for the full length thereof as shown on said Plat.

BEGINNING FOR THE SECOND THEREOF and being known and designated as Lots Nos. 7, 8, 9, 10, 22 and 23, as shown on the Plat of Section Two, ARROWHEAD FARMS ESTATES, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 86, folio 34, together with the Bed of Arrowhead Farms Road, 50 feet wide, and Arrowhead Farms Lane, 50 feet wide, for the full length thereof as shown on said Plat.

BEGINNING FOR THE THIRD THEREOF and being known and designated as Lots Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, as shown on the Plat of Section Three, ARROWHEAD FARMS ESTATES, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 86, folio 35, together with the Bed of Arrowhead Farms Road, 50 feet wide, and the cul de sac and the 40 foot common use R/W for the full length thereof as shown on said Plat.

BOOK 519 PAGE 477

Debtor or Assignor Form

FINANCING STATEMENT

270476

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 4,500.00

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

Name of Debtor	Address
Timothy W. Zang Patricia P. Zang	1215 Heartwood Ct. 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):

(1) 1987 Kaypro P. C.XT Computer

Model #430764

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Timothy W. Zang
Timothy W. Zang
Patricia P. Zang
Patricia P. Zang

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Lillian M. Peddicord
Lillian M. Peddicord

Type or print names under signatures

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

12
3150
.50

F207

BOOK 519 PAGE 478

270477

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 NRL, Inc. T/A Vizzini's

Address 7161 B & A Blvd., Ferndale, MD 21061

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters _ Troy. Ohio 45374

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

3. Maturity date of obligation (if any)_____

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

One (1) P660-1A Mixer
One (1) VS9-13 Slicer
One (1) VS9HOLD-SHG12
One (1) VS9PLT 5/16 SH

Annapolis #135668

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)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

NRL, Inc. T/A Vizzini's
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line

UCC-1 STATE OF MARYLAND

BOOK 519 PAGE 479

279173

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)

Richard Wolf dba
Wolf's Sealcoating Company
819 Barbara Court
Glen Burniemd. 21061

2 Secured Party(ies) and Address(es)

Brandywine Auto Sales, Inc.
P.O.Box 68
Brandywine, Md. 20613

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

1970 Ford LN 8000 S# K80CVJ60504

10" Heil Dump Body S/N 33873

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

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

Associates Commercial Corp
1801 McCormick Dr. Ste 200
Landover, Md. 20706

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

1325,922/25

R. Wolf dba Wolfs Sealcoating Co.

By: X Richard Wolf

Signature(s) of Debtor(s)

Brandywine Auto Sales, Inc.

By: X

Signature(s) of Secured Party(ies)

12.50

603469 Rev. 12-80

STATE OF MARYLAND BOOK 519 PAGE 480

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270479

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 10 23 87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~RICKY DOYAL~~ FISHER, RICKY DOYAL

Address 8391 BALTIMORE - ANNAPOLIS BLVD, PASADENA, MD 21122

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC.

Address P.O. BOX 216
WYE MILLS, MD 21679
301-820-2111

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)

NF 1030 COMPACT TRACTOR
S/N 2547

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

40-19057-219-84-6693 Anne Arundel

CHECK ☒ THE LINES WHICH APPLY

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

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

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

X (Signature of Debtor)

RICKY DOYAL FISHER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrie G Dudley
(Signature of Secured Party)

LAWRIE G DUDLEY // TIDEWATER TRACTOR, INC
Type or Print Above Signature on Above Line

11-54

BOOK 519 PAGE 481

TERMINATION STATEMENT

Clerk of Circuit Court
Anne Arundel County

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

1 This Termination Statement shall apply to Original Financing Statement

File No. 263378 Dated 8/20/86

Record Reference Book 501 Page 569

2 DEBTOR is

Name: Michael A. Bignell Architects, PA

Address: 2661 Riva Road, Suite 120, Annapolis, MD 21401

3 SECURED PARTY is

Name: Annapolis Federal Savings and Loan Association

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

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

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

RETURN TO:

Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203

SECURED PARTY:

Annapolis Federal SAvings and Loan Assn. CK

By: [signature] Senior Vice President
John M. Crook, Senior Vice President (Title)

Date: 10-14-87

UCC-7

1650

STATE OF MARYLAND

AA Co
BOOK 519 PAGE 482

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

270431

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 Ehrhardt, Fred C.

Address 912 Pine Trail, Arnold, MD 21012

2. SECURED PARTY

Name CORE OPERATIONS, INC., a Florida corporation

Address Suite 305, 4651 Sheridan, Hollywood, FL 33021

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

Debtor grants to Secured Party a security interest in general intangibles consisting of all of Debtor's partnership interest in Urban Center Associates Limited Partnership, a Kansas limited partnership, including without limitation, all sums of money, payments, proceeds, distributions of property in kind and income due to or become due to Debtor on account of such partnership interests and all of the cash and non-cash proceeds of the foregoing.

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)

Fred C. Ehrhardt
(Signature of Debtor)

Fred C. Ehrhardt
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

CORE OPERATIONS, INC., a Florida corporation

Gerald Broker
(Signature of Secured Party)

GERALD BROKER
Type or Print Above Signature on Above Line

Chairman of the Board

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) BOOK 519 PAGE 483

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

270402

1. LESSEE Steven L. Cruse T/A Washinton Post Distributor
(Name or Names)
1034 A Spa Rd. Annapolis, Mayrland 21403
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. CT 2306
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR
(Name or Names)
(Address)

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

One- Kay Pro Computer Model 30 Mby, XT, Monochrome Monitor, 1- Panasonic Printer, Model 10921 & Printer Cable

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

LESSEE

Steven L. Cruse T/A Washington Post Distributor

By: Steven L Cruse Owner
(Title)

Steven L. Cruse
(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 Mgr.
(Title)

Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12.00

MARYLAND FINANCING STATEMENT BOOK 519 PAGE 484

270403

(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.
(Name or Names)
7590 Ritchie Hwy. Glen Burnie, Maryland 21061
(Address)

LESSEE
(Name or Names)
(Address) SSC 2309

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

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

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

1 - UE6 Extractor S/N 308072
1 - Wet/Dry Mastercraft S/N 6804
1 - Sanitaire Upright Vac S/N 1364903
1 - 2-" Mastercraft Buffer S/N 25905

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

LESSEE
Severn Graphics, Inc.
By: James T. Russell (Title)
James T. Russell
(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 (Title) Mgr.
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

150

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 519 PAGE 485

FINANCING STATEMENT

DATE: October 30, 1987

(xxx) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR (S): DWF Ironworks, Inc.

ADDRESS: 1277 Double Gate Road
Davidsonville, Maryland 21035

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles

DEBTOR(S):

DWF Ironworks, Inc.
(Company Name)

BY:
Edward G. Beck, Jr.

BY:

BY:

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:
(Authorized Signature)
Paul R. O'Connell
Vice President
(Type Name and Title)

1750

STATE OF MARYLAND

BOOK 519 PAGE 486

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270405

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

(Inventory)

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 11/4/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doug Nettles & Associates, Inc. T/A Outfitters of Annapolis

Address 326 First Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 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)

Inventory from time to time of all new Wahoo boats with all of their boats electronic equipment, and other necessaries, thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above-named equipment and necessaries.

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)

Doug Nettles & Associates, Inc. T/A Outfitters of Annapolis

(Signature of Debtor)

Douglas M. Nettles, President

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)

John J. Feldman, III

Type or Print Above Signature on Above Line

P.50

STATE OF MARYLAND

BOOK 519 PAGE 487

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270486

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 22 October 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Best Serve Ice Cream, Inc.

Address 748 Trenton Avenue, Severna Park, Maryland 21146

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 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 to be affixed to: (describe real estate)

X (Proceeds of collateral are also covered)

X (Products of collateral are also covered)

Best Serve Ice Cream, Inc.

By: Anne M. McFadden

(Signature of Debtor)

Anne M. McFadden, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

John J. Feldman III

(Signature of Secured Party)

John J. Feldman, III Vice President

Type or Print Above Signature on Above Line

15.00

FINANCING STATEMENT

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

1. To Be Recorded In The:

(a) Financing Statement Records of the Maryland State Department of Assessments and Taxation.

(b) Financing Statement Records of Anne Arundel County, Maryland.

(c) Land Records of Anne Arundel County, Maryland.

2. Name and Address of Debtor:

Double Eagle Saloon, Inc.
1010 Bell Avenue
Glen Burnie, Maryland 21061

and

James H. Baker, IV
Lou Anna Baker
1010 Bell Avenue
Glen Burnie, Maryland 21061
(Guarantors)

3. Name and Address of Secured Party:

The Branch Inn Tavern, Inc.
1043 Fifth Street
Glen Burnie, Maryland 21061

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

a. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, 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 Debtor's accounts (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 Debtor's general intangibles (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 Debtor's chattel paper 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, and (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. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

e. **Specific Equipment and Fixtures.** All of the Debtor's equipment and fixtures described in Exhibit "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. All such fixtures are or will be attached to the real property described in Exhibit "B" attached hereto, and the record owner of such real property is Guy A. Calligan and Elsie A. Calligan.

5. Not subject/Subject to recordation tax [on the principal amount of $_____, which recordation has been paid to _____.

DEBTOR:

DOUBLE EAGLE SALOON, INC.

By: James H Baker 4th (SEAL)
JAMES H. BAKER, IV, President

10/29/87 Lou Anna Baker (SEAL)
LOU ANNA BAKER, Secretary

GUARANTORS:

James H Baker 4th (SEAL)
JAMES H. BAKER, IV

10/29/87 Lou Anna Baker (SEAL)
LOU ANNA BAKER

Return To:
Earl G. Schaffer, Esquire
4 Evergreen Road
Severna Park, Maryland 21146
R:7049.fs

SCHEDULE OF PROPERTY BEING TRANSFERRED BY THE BRANCH INN TAVERN, INC. TO DOUBLE EAGLE SALOON, INC.

WHEREAS, the undersigned, THE BRANCH INN TAVERN, INC., by ELSIE A. CALLIGAN, hereinafter referred to as "Seller", now conducts a tavern and food establishment at the premises known as 1010 Bell Avenue, Glen Burnie, Maryland 21061; and

WHEREAS, Seller has entered into an Agreement of Sale dated the 30th day of October, 1987, to sell such Business to Double Eagle Saloon, Inc., hereinafter referred to as "Buyer", including the inventory, non-permanent fixtures and licenses and permits used by Seller in such Business, as more specifically hereunder enumerated.

NOW THEREFORE, pursuant to Section 6-104 of the Commercial Law Article (Uniform Commercial Code) of the Annotated Code of Maryland (1975 volume, as amended), the Seller and Buyer have prepared the following Schedule of Property being transferred sufficient to identify it:

EQUIPMENT IN BAR BATHROOM

Ash Trays
Whiskey Glasses
Toilet Paper
Some cleaning supplies
Letters for Menu Boards
Two (2) Boards
One (1) four-compartment condiment tray with lid for relish, mustard, onions, ketchup
Place Mats (extra)
Extra Kitchen Curtains

KITCHEN

Two (2) Stainless Steel Tables
One (1) Double Burner Electric Range
One (1) Griddle (large)
Three (3) Compartment Stainless Steel Sink
One (1) Hand Basin Stainless Steel instant hot water
One (1) three-compartment drawer Bun Warmer
One (1) Upright Stainless Steel Freezer
One (1) double door Stainless Steel Refrigerator
One (1) Westinghouse Electric Roaster (pots approved by Health Dept. and frying pans approved by Health Dept.)
One (1) two-Shelf Pizza Oven
One four-slice Toastmaster Toaster
One (1) Microwave Oven
One (1) Scale (small)
All serving spoons for cooking
All dishes, cups, saucers, large plates, small plates, soup bowls (all iron stone)
Knives, forks, soup spoons, teaspoons
Silverware, four-compartment tray

SCHEDULE OF PROPERTY
Page Two

KITCHEN (Continued):

One (1) Condiment Refrigerator w/compartments on top for pickles, tomatoes, etc.
One (1) Electric Hot Dog and Roll Machine
Pizza Pans
One (1) Adding Machine
One (1) Cash Register
One (1) Stainless Steel Range Hood
Two (2) Fire Extinguishers
One (1) Ice Machine
One (1) Stainless Steel Electric Food Keeper with three-square pans to keep things hot, plus two (2) large pots for soups or whatever, all with lids and dippers

HALL

In the floor safe all wall shelving
One (1) Electric Meat Slicer and Stainless Steel Table
One (1) Hamburger Machine, three-compartments on top for onions, chili, gravy, etc.
Box of Extra Pool Balls
Some Large Cook Pots

STORE ROOM

One (1) KiWi Soda and Beer Machine
One (1) Large Stainless Steel Mixing Bowl
One (1) Large two-shelf Pizza Oven
One (1) Pizza Paddle
Two (2) Large Crab Pots
One (1) Large Soup Pot
Case of Toilet Paper
Nine (9) Ounce Beer Glasses
Six (6) Ounce Drinking Glasses
Seven (7) Ounce Drinking Glasses
Aluminum Pan Trays
One (1) Smoke Eater
One (1) Box Table Candles

IN BAR

Four (4) Pool Tables
Four (4) Sets of Balls
Four (4) Pool Table Lights
Pool Sticks
Three (3) Pool Stick Racks
One (1) Seaburg Music Box complete w/records

SCHEDULE OF PROPERTY
Page Three

BAR (continued):

One (1) Cigarette Machine (plus cigarette inventory)
All wall plaques and large picture frame
Twenty-One (21) Tables
Fifty-One (51) Chairs
Twenty (20) Bar Stools
Place mats
Ash trays
Draft Beer System (Two-Keg)
Two (2) Large Beer Coolers
One (1) Small Beer Cooler
One (1) Pepsi Box
Two (2) Cocktail Sinks
One (1) three-compartment Sink
Two (2) Towel Holders
Two (2) Stainless Steel Hand Sinks
One (1) nineteen-inch TV
One (1) two-door Reach-In Box
One (1) Walk-In Beer Box
Stainless Steel Racks
Two (2) Racks with glasses under bar
Two (2) Cash Registers
Pitchers
Extra glasses
Sound system and speakers
One (1) Stainless Steel Commercial Blender

10/31/87
Date

THE BRANCH INN TAVERN, INC.

By: Elsie A. Calligan V.P
ELSIE A. CALLIGAN

DOUBLE EAGLE SALOON, INC.

By: James H Baker 4th
JAMES H. BAKER, IV, President

10/30/87
Date

Lou Anna Baker
LOU ANNA BAKER, Secretary

r:7049.eqp

FINANCING STATEMENT

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

1. To Be Recorded In The:

(a) Financing Statement Records of the Maryland State Department of Assessments and Taxation.

(b) Financing Statement Records of Anne Arundel County, Maryland.

(c) Land Records of Anne Arundel County, Maryland.

2. Name and Address of Debtor:

Double Eagle Saloon, Inc.
1010 Bell Avenue
Glen Burnie, Maryland 21061

and

James H. Baker, IV
Lou Anna Baker
1010 Bell Avenue
Glen Burnie, Maryland 21061
(Guarantors)

3. Name and Address of Secured Party:

Guy A. Calligan
Elsie A. Calligan
1043 Fifth Street
Glen Burnie, Maryland 21061

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

a. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, 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 Debtor's accounts (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 Debtor's general intangibles (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 Debtor's chattel paper 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, and (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. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

e. **Specific Equipment and Fixtures.** All of the Debtor's equipment and fixtures described in Exhibit "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. All such fixtures are or will be attached to the real property described in Exhibit "B" attached hereto, and the record owner of such real property is Guy A. Calligan and Elsie A. Calligan.

5. Not subject/Subject to recordation tax [on the principal amount of $_____, which recordation has been paid to _____.

DEBTOR:

DOUBLE EAGLE SALOON, INC.

10-29-87 By: James H Baker 4th (SEAL)
JAMES H. BAKER, IV, President

Lou Anna Baker (SEAL)
LOU ANNA BAKER, Secretary

GUARANTORS:

10-29-87 James H Baker 4th (SEAL)
JAMES H. BAKER, IV

Lou Anna Baker (SEAL)
LOU ANNA BAKER

Return To:
Earl G. Schaffer, Esquire
4 Evergreen Road
Severna Park, Maryland 21146

R:7049a.fs

SCHEDULE OF PROPERTY BEING TRANSFERRED BY
THE BRANCH INN TAVERN, INC. TO
DOUBLE EAGLE SALOON, INC.

WHEREAS, the undersigned, THE BRANCH INN TAVERN, INC., by ELSIE A. CALLIGAN, hereinafter referred to as "Seller", now conducts a tavern and food establishment at the premises known as 1010 Bell Avenue, Glen Burnie, Maryland 21061; and

WHEREAS, Seller has entered into an Agreement of Sale dated the 30th day of October, 1987, to sell such Business to Double Eagle Saloon, Inc., hereinafter referred to as "Buyer", including the inventory, non-permanent fixtures and licenses and permits used by Seller in such Business, as more specifically hereunder enumerated.

NOW THEREFORE, pursuant to Section 6-104 of the Commercial Law Article (Uniform Commercial Code) of the Annotated Code of Maryland (1975 volume, as amended), the Seller and Buyer have prepared the following Schedule of Property being transferred sufficient to identify it:

EQUIPMENT IN BAR BATHROOM

Ash Trays
Whiskey Glasses
Toilet Paper
Some cleaning supplies
Letters for Menu Boards
Two (2) Boards
One (1) four-compartment condiment tray with lid for relish, mustard, onions, ketchup
Place Mats (extra)
Extra Kitchen Curtains

KITCHEN

Two (2) Stainless Steel Tables
One (1) Double Burner Electric Range
One (1) Griddle (large)
Three (3) Compartment Stainless Steel Sink
One (1) Hand Basin Stainless Steel instant hot water
One (1) three-compartment drawer Bun Warmer
One (1) Upright Stainless Steel Freezer
One (1) double door Stainless Steel Refrigerator
One (1) Westinghouse Electric Roaster (pots approved by Health Dept. and frying pans approved by Health Dept.)
One (1) two-Shelf Pizza Oven
One four-slice Toastmaster Toaster
One (1) Microwave Oven
One (1) Scale (small)
All serving spoons for cooking
All dishes, cups, saucers, large plates, small plates, soup bowls (all iron stone)
Knives, forks, soup spoons, teaspoons
Silverware, four-compartment tray

SCHEDULE OF PROPERTY
Page Two

KITCHEN (Continued):

One (1) Condiment Refrigerator w/compartments on top for pickles, tomatoes, etc.
One (1) Electric Hot Dog and Roll Machine
Pizza Pans
One (1) Adding Machine
One (1) Cash Register
One (1) Stainless Steel Range Hood
Two (2) Fire Extinguishers
One (1) Ice Machine
One (1) Stainless Steel Electric Food Keeper with three-square pans to keep things hot, plus two (2) large pots for soups or whatever, all with lids and dippers

HALL

In the floor safe all wall shelving
One (1) Electric Meat Slicer and Stainless Steel Table
One (1) Hamburger Machine, three-compartments on top for onions, chili, gravy, etc.
Box of Extra Pool Balls
Some Large Cook Pots

STORE ROOM

One (1) KiWi Soda and Beer Machine
One (1) Large Stainless Steel Mixing Bowl
One (1) Large two-shelf Pizza Oven
One (1) Pizza Paddle
Two (2) Large Crab Pots
One (1) Large Soup Pot
Case of Toilet Paper
Nine (9) Ounce Beer Glasses
Six (6) Ounce Drinking Glasses
Seven (7) Ounce Drinking Glasses
Aluminum Pan Trays
One (1) Smoke Eater
One (1) Box Table Candles

IN BAR

Four (4) Pool Tables
Four (4) Sets of Balls
Four (4) Pool Table Lights
Pool Sticks
Three (3) Pool Stick Racks
One (1) Seaburg Music Box complete w/records

SCHEDULE OF PROPERTY
Page Three

BAR (continued):

One (1) Cigarette Machine (plus cigarette inventory)
All wall plaques and large picture frame
Twenty-One (21) Tables
Fifty-One (51) Chairs
Twenty (20) Bar Stools
Place mats
Ash trays
Draft Beer System (Two-Keg)
Two (2) Large Beer Coolers
One (1) Small Beer Cooler
One (1) Pepsi Box
Two (2) Cocktail Sinks
One (1) three-compartment Sink
Two (2) Towel Holders
Two (2) Stainless Steel Hand Sinks
One (1) nineteen-inch TV
One (1) two-door Reach-In Box
One (1) Walk-In Beer Box
Stainless Steel Racks
Two (2) Racks with glasses under bar
Two (2) Cash Registers
Pitchers
Extra glasses
Sound system and speakers
One (1) Stainless Steel Commercial Blender

10/30/87
Date

THE BRANCH INN TAVERN, INC.

By: Elsie A. Calligan V.P
ELSIE A. CALLIGAN

DOUBLE EAGLE SALOON, INC.

By: James H Baker IV
JAMES H. BAKER, IV, President

10/30/87
Date

Lou Anna Baker
LOU ANNA BAKER, Secretary

r:7049.eqp

BOOK 519 PAGE 488

270189

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)

Reliable Contracting Co., Inc.
1 Churchview Drive
Millersville, MD 21108
M-32115-1

(2) Secured Party(ies) (Name(s) And Address(es)

Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore MD 21237

(3) (a) ☐ Collateral is or includes fixtures
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #966D Wheel Loader S/N 99Y04949

NOT SUBJECT TO RECORDATION TAX (AA)

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc.
John T. Baldwin, Pres

(By) John T. Baldwin

Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) [illegible]

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

11 50

BOOK 519 PAGE 499

270190

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)
Ray Stanley Co., Inc.
P. O. Box 458
Pasadena, MD 21122
M-32059-1

(2) Secured Party(ies) (Name(s) And Address(es))
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

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

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D3B Tractor S/N 27Y04974
One (1) Caterpillar Model #3P Bulldozer

NOT SUBJECT TORECORDATION TAX (AA)

XXProducts of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Ray Stanley Co., Inc.

Raymond A. Stanley, Pres

(By) Raymond A. Stanley

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) [illegible]

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and X
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

270491

BOOK 519 PAGE 500

FINANCING STATEMENT

Subject to recordation tax of $ 35.00

1. Name of Debtor(s): Styling Quarters

   Address: 5027 North Ritchie Highway
   Brooklyn Park, MD 21225

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
   Consumer/Commercial Lending Department

   Address: P.O. Box 751
   Annapolis, MD 21404

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

   All furniture, fixtures, equipment, accounts receivable and general intangibles now owned and hereafter acquired excluding motor vehicles

Debtor(s): Styling Quarters

Larry V. Fila, Jr.

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

Secured Party:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
(Authorized Signature)

Paul R. O'Connell, A.V.P.
(Type Name and Title)

35
1.50

Anne Arundel County
A/C# C-02-04846-0

270492 BOOK 519 PAGE 501

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 Skinner Logsdon Construction & Equipment, Inc.

Address 8226B Telegraph Road Odenton, MD 21113

2. SECURED PARTY

Name The Milton James Company

Address 8411 Pulaski Highway Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

One (1) Used John Deere Model 850 Crawler Dozer, S/N 129907

One (1) John Deere Model 410B Rubber Tired Backhoe, S/N 703504

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)

Skinner Logsdon Construction & Equipment, Inc.

Pres.
(Signature of Debtor)

Thomas Skinner Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Milton James Company

Brian N. Bankard Pres
(Signature of Secured Party)

Brian N. Bankard Pres.
Type or Print Above Signature on Above Line

Anne Arundel Co.
A/C# C-02-04844-5

STATE OF MARYLAND BOOK 519 PAGE 502

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270433

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 Chem Trans, Inc.

Address 50 W. Earleigh Heights Road Severna Park, MD 21146

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

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)

Chem Trans, Inc.

See attached for original signature
(Signature of Debtor)

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)

LARRY F. KIMMEL, ADMIN. V.P.
Type or Print Above Signature on Above Line

17.00

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK 519 PAGE 505

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 October 29, 1987

between [illegible] as Seller/Lessor/Mortgagee

and Crown Trailer, Inc. 30 W. Burleigh Heights 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 of 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, chattle 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 herein) 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 notice 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 $ [illegible]

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of October, 19 87

[illegible] INC.
(Seller/Lessor/Mortgagee)

By [illegible]

(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.)

BOOK 519 PAGE 506

CIT CORPORATION

Maryland Financing Statement

All information must be typewritten or printed in ink.

File No. 270194

(Not to Be) ~~(To Be)~~ Recorded in the Land Records.*
strike inapplicable words

Debtor(s) Name(s) and Address(es)	Secured Party Name and Address
Brown & Moore Excavating, Inc. 2128 Espey Court Crofton, Anne Arundel, MD 21114	Baldwin Service Center, Inc. 41 Defense Highway Annapolis, MD 21401
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:
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

One (1) New Benati Model 100 Excavator s/n 319314

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) Brown & Moore Excavating, Inc.

By [signature] (Seal) Title [signature]

If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.

John Paul Leonard
Type or print name(s) of person(s) signing

Secured Party Baldwin Service Center, Inc.

By [signature]

Rhoda L. Baldwin
Type or print name of person signing

5-SA-989D

11.50

PART 2 - COURT CLERK

BOOK 519 PAGE 507

270195

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is $ 75,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

M & M Amusements, INc.
(Name)
118 Roesler Road
(Address)
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Attn Marc Tohir
(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)

ALL ASSETS

(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 Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor'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 Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor 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, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (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.

DEBTOR (OR ASSIGNOR)

X Larry Wilner President (Seal)
X Louis Wilner Sec. Treas (Seal)
(Signature)
~~Larry J. Wilner, President~~
(Print or Type Name)
Louis Wilner, Secretary/Treasurer

DEBTOR (OR ASSIGNOR)

_____ (Seal)
_____ (Seal)
(Signature)
_____
(Print or Type Name)

11
525 SD

BS-0850A-8406

BOOK 519 PAGE 508

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270436

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 7/31/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Friendship Investment

Address c/o International Airport Box 8691 - Baltimore MD

2. SECURED PARTY

Name Goldome FSB formerly Goldome Bank for Savings formerly Buffalo Savings Bank formerly The New York Bank for Savings.

Address PO Box 9000

Buffalo, NY 14221-9000

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 items of fixtures and personal property described in real estate mortgage held by secured party creating a lien upon real and personal property, including all additions, substitutions and replacements thereof.

Property Friendship Airport, Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY

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

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

Friendship Airport, Anne Arundel County

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

GOLDOME FSB

Karen S. Wahl Karen S. Wahl

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1 FSD

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Anne Arundel County
A/C# C-02-04843-7

BOOK 519 PAGE 509

270497

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 Smith, Sr., Ivan W. d/b/a I.W. Smith & Son

Address 237 Glen Road Pasadena, Maryland 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Rd. Baltimore, Maryland 21227

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, Maryland 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)

Ivan W. Smith, Sr. d/b/a I.W. Smith & Son

See Attached for original signature
(Signature of Debtor)

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)

LARRY F. KIMMEL, ADMIN. V.P.
Type or Print Above Signature on Above Line

18.50

BOOK 519 PAGE 512

ASSIGNMENT

Beltway International Trucks, Inc.

Ivan W. Smith, Sr. d/b/a I.W. Smith & Son 237 Glen Rd. Pasadena, MD 21122

78,192.00

Beltway International Trucks, Inc.

By John D. Nelson, Pres

BOOK 513 PAGE 513

270198

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)

Consignee
KOP-FLEX, INC.
Dorsey and Harmans Roads
Harmans, Maryland 21077

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

Consignor
TOYODA MACHINERY USA INC.
316 West University Drive
Arlington Heights, IL 60004

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:

One (1) horizontal machining center, Model FH-55, Serial No. NM-6287, together with all standard equipment and accessories thereto, all spare parts and accessions therefor, all proceeds of the sale or other disposition of the same including but not limited to cash, accounts receivable, contract rights, instruments and chattel paper. This filing is not subject to recordation tax.

5. ASSIGNEE OF SECURED PARTY

6. Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is $

Check (✓) if covered: ✓ Proceeds of Collateral are also covered ___ Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court for Anne Arundel County, Maryland

KOP-FLEX, INC.

By: X [signature] Signature(s) of Debtor(s)

TOYODA MACHINERY USA INC.

By: Doug Rose/HT Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY - NATIONAL UCC FINANCING STATEMENT

AA

BOOK 519 PAGE 514

270499

TO BE RECORDED:

- [x] LAND RECORDS
- [x] FINANCING RECORDS
- [x] ASSESSMENTS & TAXATION

- [ ] SUBJECT TO
- [x] NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $ -0-

FINANCING STATEMENT

DEBTOR: Mr. Antonio Jordon Dana Jordan
Name--Print or Type

628 Riverside Drive Pasadena Md 21122
Address--Street No. City - County State Zip code

SECURED PARTY: National Refrigeration, Inc.
Name--Print or Type

2903 Grindon Ave. Baltimore Md 21214
Address--Street No. City - County State Zip code

ASSIGNEE: (If Any) BALTIMORE GAS & ELECTRIC COMPANY
Name--Print or Type

1508 WOODLAWN DRIVE BALTIMORE MD 21207
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

   New "High Efficiency" 2½ ton heat pump York Model # E1EB030S06.
   New 2½ ton air handler York Model # N2AH010A06 with 10 kw heat and matching evaporator coil York Model #G2HC030A.
   New refrigeration lineset and condensate line.
   New High and Low voltage electrical wiring to new units including new heat pump thermostat and 200 amp electrical service.
   New sheetmetal supply and return ductwork-
   A Total of (6) new supplies and (2) returns to be installed.
   * Note (4) exsisting supplies to be utilized where applicable.
   All parts and labor to be guaranteed for one year from completion date.

2. The above described personal property is to be affixed to the real property described below:

   All that parcel of land as more fully described in the Land Records of Anne Arundel County recorded on 6/18/87 in Liber 4380 and Folio 654. The improvements thereon being described as 628 Riverside Drive.

The name of a record owner is Mr. Antonio Jordon Dana Jordan

DEBTOR(s): Antonio Jordan — Signature; Dana Jordan — Signature

Antonio Jordan — Printed name of person signing; Dana Jordan — Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: KATHY J. WAINWRIGHT — **Name**; 1508 Woodlawn Drive Baltimore, MD 21207 — **Address**

13.50

13.50

BOOK 519 PAGE 515

FINANCING STATEMENT

☒ Not subject to recordation tax 270500
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Fishergate, Inc.
Address: 2521 Riva Road
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

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

Accounts Receivable, Inventory & Equipment

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

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

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Fishergate, Inc.
Anthony Drummond, Pres.
.....
.....
.....
.....

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Dennis L. Ortiz
.....
Assistant Vice pres.
(Type Name and Title)

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

11.50

11.50

045-580/3 Rev. 5/86

BOOK 519 PAGE 516

4. ☐ Filed for record in the real estate records 2757	5. ☐ Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Annapolis Terrace Motel a Partnership, Rts.50 & 301,RFD 10,Box 59 Annapolis, MD 21401	2. Secured Party(ies) and address(es) The First National Bank of Boston 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) 442 30

7. This statement refers to original Financing Statement No. 70194 filed (date) 9-29-81 with Anne Arundel Cty

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

All of the property covered by that Financing Statement referred to above, including, but not limited to, any private telephone communication equipment covered thereby. Assignee: Universal Communication Systems, Inc., a Georgia corporation formerly known as BellSouth Acquisition Corporation, 1401 Municipal Road, N.W., Roanoke, Virginia 24012

.....

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

The First National Bank of Boston

By .....
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

BOOK 519 PAGE 517

FINANCING STATEMENT CHANGE – UCC-3

Ford Motor Credit Company

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

3. Maturity Date

1. Debtor(s) (Last Name First) and Address(es)
Presley S. Taylor
905 N Bart 3 Northwave
Gambrills, MD 21054

2. Secured Party(ies) and Address(es)
Ford Motor Credit
P.O. Box 637
Morganwalle NJ 07751

For Filing Officer (Date, Time, Number and Filing Office)
480 - 568

This Statement refers to original Financing Statement No. 07611
Date filed 12-30, 19 54 Filed with Anne Arundel Co

This instrument prepared by

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 property indicated below

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 property indicated below

D. ☑ **TERMINATION** – – – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

E. ☐ **AMENDMENT** – – – The financing statement bearing the above file number is amended
☐ To show the Secured Party's new address as indicated above
☐ To show the Debtor's new address as indicated above
☐ As set forth below

(Signature of Debtor, if required) (Debtor)

Dated: October 22, 19 87

Ford Motor Credit (Secured Party)

By: Pamela J. Matthews
(Signature of Secured Party)

F M C C
APR 70 7288

Previous editions may be used

FILING OFFICER COPY-ALPHABETICAL

BOOK 519 PAGE 518

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)
Cole National Corp.
c/o Things Remembered
Harunddle Mall
7700 Ritchie Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Bellwether Technologies, Inc.
6900 E. Camelback Road, #700
Scottsdale, AZ 85251

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 24160 C345 Ro1
Filed with Anne Arundel County Date Filed 7-15 19 87

514 452

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. CK
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.

Lease No.667-82, Schedule No. 13-86

Assigned by Secured Party to: AmeriTrust Company, N.A.
900 Euclid Avenue
Cleveland, Ohio 44101

No. of additional Sheets presented:

Bellwether Technologies, Inc.

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

By: _____
Signature(s) of Secured Party(ies)
Marcus Southworth, VP

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 519 PAGE 519

FINANCING STATEMENT CHANGE – UCC-3

Ford Motor Credit Company

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

3. Maturity Date

1. Debtor(s) (Last Name First) and Address(es)
John T Cook
823 Main Ave
Linthicum, MD
21090

2. Secured Party(ies) and Address(es)
Ford Motor Credit
P.O. Box 637
Mechanicsville, VA
23111

For Filing Officer (Date, Time, Number and Filing Office)
51.2600

This Statement refers to original Financing Statement No. 15777
Date filed: July, 19 57 Filed with Anne Arundel Co.

This instrument prepared by

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 property indicated below

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 property indicated below

D. ☒ **TERMINATION** – – – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

E. ☐ **AMENDMENT** – – – The financing statement bearing the above file number is amended
☐ To show the Secured Party's new address as indicated above.
☐ To show the Debtor's new address as indicated above.
☐ As set forth below

(Signature of Debtor, if required) (Debtor)

Dated: October 21, 19 57

By: Pamela J. Matthews (Secured Party)
(Signature of Secured Party)

F M C C
APR 70 7788

Previous editions may be used

FILING OFFICER COPY-ALPHABETICAL

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

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County	Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	BL 26 500 198

This statement refers to original Financing Statement No. 16413 C345 RQ1 Dated July 18, 19 86 C

A. Continuation ☐	B. Partial Release ☐	C. Assignment X ☐	D. Other: ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	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:	

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan
2776 CR 69
Gibsonburg, OH 43431

Note 1146

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

Dated: August 31, 87, 19

Chemi-Trol Chemical Co.

By: _____ (Signature of Secured Party)
Finance Division Manager

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE — OBA UCC-3

Revised 1/79

BOOK 519 PAGE 521

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

53

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

IMPORT EXPORT SYSTEMS, INC.
718 EVELYN AVENUE
LINTHICUM, MD

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

ALLIS CHALMERS CORPORATION
30 GALESI DRIVE
WAYNE, N.J. 07470

3. Maturity date (if any):

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

4. This statement refers to original Financing Statement bearing File No. 01633 453279

Filed with ANNE ARUNDEL CNTY CIRCUIT Date Filed OCTOBER 26 19 82

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

6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

CK

10.

PROPERTY: ALL PROPERTY COVERED BY ORIGINAL FILING
ASSIGNEE: NATIONAL LEASE INCOME FUND 3
C/O INTEGRATED RESOURCES EQUIPMENT GROUP, INC.
733 THIRD AVENUE
NEW YORK, N.Y. 10017

No. of additional Sheets presented

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

ALLIS CHALMERS CORPORATION

By: Brian K. Hallman
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

PAGE 519 PAGE 522

4. ☐ Filed for record in the real estate records 3683

5. ☐ Debtor is a Transmitting Utility

6. No. of Additional Sheets Presented

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

David Green Broadcast
Consultants Corp.
Candlewood Road
Harmans, MD 21077

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

The First National Bank
of Boston
100 Federal Street
Boston, MA 02110

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

7. This statement refers to original Financing Statement No. Bk 473/Fol.410 Filed (date) 4/2/84 with Anne Arundel Cty, MD

8. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☐ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

☑ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ F. Other

CK

All of the property covered by that Financing Statement referred to above, including, but not limited to, any private telephone communication equipment covered thereby. Assignee: Universal Communication Systems, Inc., a Georgia corporation formerly known as BellSouth Acquisition Corporation, 1401 Municipal Road, N.W., Roanoke, Virginia 24012

.....

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

The First National Bank of Boston

By .....
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

BOOK 519 PAGE 523

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

115022

DATE: November 4, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR (S): ABBA Enterprises, Inc.

ADDRESS: 1410 Forest Drive
Annapolis, MD 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

JA

DEBTOR(S):

ABBA Enterprises, Inc.
(Company Name)

BY: [signature]

BY: J. Bruce Enders, President

BY:

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [signature]
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

1150

BOOK 519 PAGE 524

2705322

FINANCING STATEMENT

FORM UCC 1-1

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. $ 28,250.63

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

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

1. DEBTOR

Name James W. Middledorf

Address Annapolis Landing Marina, slip#37
P.O. Box 3350
922 Klakring Rd.
Annapolis, Md. 21403

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.
Annapolis, MD. 21403

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

3. Maturity date of obligation (if any) _____

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

Not subjet to Maryland sales tax.
1987 Krogen 36' Manatee, Hull#TMU36068G787,
130hp Volvo Penta engine #867966-2203104649.

Assignee: Society For Savings
1290 Silas Deane Hwy.
Wethersfield, Ct. 06109

Anchorage: Annapolis Landing Marina, Slip#37,P.O. Box 3350,
922 Klakring Rd., annapolis,Md. 21403.

CK

CHECK [✓] THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

James W. Middledorf
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

11

1995

50

Anne Arundel
9/22/87

Anne Arundel County

BOOK 519 PAGE 525 270513

COPY FOR FILING OFFICER

FINANCING STATEMENT
AMENDMENT
(XXXXXXXXXX - XXXXXXXXXX - XXXXXXXXXX - XXXXXXXXXX)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** / XX **Financing Statement** — **Liber** 490 **Page** 17 **File No.** 258557

Date of Financing Statement September 23, 1985

NAME	ADDRESS (No. Street, City, State)
1. Debtor(s) (or assignor(s)) Norman T. Cully T/A Norman T. Cully Excavation Construction	811 Bestgate Road, Annapolis, Md. 21401
2. Secured Party (or assignee) SOVRAN BANK / MARYLAND	6610 Rockledge Drive, Bethesda, Md. 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.

☐ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.

☐ 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:

☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

X E. ADD DEBTOR NAME

DEBTOR:
Norman T. Cully Excavation Construction, Inc.
By: Norman T. Cully
Norman T. Cully, President

Dated: September 30, 19 87

Secured Party:
SOVRAN BANK / MARYLAND
By:
Type Name Thomas A. Holland, III
Title Vice President

CK

10.50

N169-7706
R386

370595

To Be Recorded In The Land 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 $38,575.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of a Deed Of Trust.

RECORD FEE 21.00
POSTAGE .50
#087310 C23T R02 T15:02
11/06/97
CK

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** **W.F. UTZ CONSTRUCTION COMPANY, INC.**
1511 Ritchie Highway
Suite 105
Arnold, Maryland 21012
Attention: William F. Utz, President

2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Real Estate 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 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:

W.F. UTZ CONSTRUCTION COMPANY, INC.
A Maryland corporation

By: _____ (SEAL)
William F. Utz,
President

Date: October 29, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6871

COMMONWEALTH LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

BOOK 519 PAGE 530

Schedule A

Beginning for the same at an iron pipe set at the same beginning point as described in the first part of the conveyance from Daniel M. Greene and Jennie M. Greene, his wife, to Foxwell & Foxwell by deed dated November 15, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 387; and running from said beginning point and with the west line of the first part of said conveyance, north 20 degrees 22 minutes west 648 feet to a pipe set where said line intersects the west extension of the south line of the subdivision of Solley Heights; thence with said extension and with the south line of said subdivision, north 69 degrees 13 minutes east 1065 feet to intersect the easternmost line of the above mentioned first part of said conveyance to Foxwell & Foxwell, Inc., thence with the same, south 21 degrees 02 minutes east 622 feet to the southeasternmost corner of said first part; thence with the south line of the same south 67 degrees 58 minutes west 1072 feet to the place of beginning.

Containing 15.56 acres, more or less.

Saving and Excepting the lot of ground conveyed by Louis Mark Davis and Foxwell & Foxwell, Inc., to Bascom Newman and Ella Newman, his wife, by deed dated December 16, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1174, folio 295, and described as follows:

Beginning for the same at an iron pipe at the beginning of the Lease from Foxwell & Foxwell, Inc., to Louis Mark Davis, dated July 24, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 698, folio 58; and running from said beginning point with part of the first line of said conveyance, north 20 degrees 32 minutes west 203.31 feet; thence leaving the old road and passing through the Davis property, north 67 degrees 58 minutes east 1070.73 feet to intersect the south 21 degrees 02 minutes east 622 foot line of said conveyance; thence with part of said line, south 21 degrees 02 minutes east 203.27 feet to a pipe at the end of said line; thence with the last line of said conveyance, south 67 degrees 58 minutes west 1072.50 feet to the place of beginning. Containing 5 acres, more or less.

Together with the right of ingress and egress and the use in common across the 30 foot road now existing for use of lot owners in Solley Heights.

MEMORIAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P. O. BOX 1049
SEVERNA PARK, MARYLAND 21146
Commercial

519 PAGE 531 STATE OF MARYLAND 11/03 Anne Arundel

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267661

RECORDED IN LIBER 512 FOLIO 347 ON May 20, 1987 (DATE)

1. DEBTOR

Name GEORGE M. KING CONTRACTORS, INC.

Address 1790 Severn Chapel Road, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

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)

CHECK ☑ FORM OF STATEMENT

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

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

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

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

CONCORD COMMERCIAL CORPORATION
210 Goddard Blvd.
King of Prussia, PA. 19406

CK

Dated _____

(Signature of Secured Party)

John W. Banes, V.P./Gen. Mgr.

Type or Print Above Name on Above Line

Anne Arundel County
A/C# C-02-04848-6

BOOK 519 PAGE 532

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 Edwards, Son Hui

Address 1891 Alderney St. Severn, MD 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Rd. Capitol Heights, MD 20743

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 CK

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)

Son Hui Edwards
See attached for originial signature
(Signature of Debtor)

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 ADMIN V.P.

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

CREDIT ALLIANCE CORPORATION

BOOK 519 PAGE 533

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. ("Seller") FROM: Son Hui Edwards ("Buyer")

201 Ritchie Rd. Capitol Heights, MD 20743 (Address of Seller) 1891 Alderney St. Severn, MD 21144 (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) 1988 Western Star Dump Truck Model 4964-2 with 15' Steel R & S dump body, S/N 2WLPCCJG2JK920891

*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE ..... $ 114,850.50
(2) Less DOWN PAYMENT IN CASH ..... $ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ -0-
(4) CONTRACT PRICE (Time Balance) ..... $ 114,850.50

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1891 Alderney St. Severn, MD 21144

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 One hundred fourteen thousand eight hundred fifty and 50/100** ********** Dollars ($ 114,850.50) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2nd day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of $ * and the final installment being in the amount of $ * with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, receive 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: October 30, 19 87

Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

By: [signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKERS(S):

Son Hui Edwards (SEAL)
(Print Name of Buyer-Maker Here)

By: Son Hui Edwards

Co-Buyer-Maker:

Son Hui Edwards (SEAL)
(Print Name of Co-Buyer-Maker Here)

By:

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____
(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

Book 519 Page 535

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 _____

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee

and Sor Sal Zaguna Lacey St. Severn, MD 21144
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of 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, chattle 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 herein) 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 notice 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 $ 124,850.50

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2[illegible] day of [illegible] 19 87

Washington Freightliner, Inc.
(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.)

BOOK 519 PAGE 536

870596

The 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)

Floyd F. Morgan
7945 Royal Mint Place
Pasadena, MD 21122

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

Happy Travelers, Inc.
8244 MD RT 3
Millersville, MD 21108

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

1987 Sunline Truck Camper Model C1150
Serial # 1LC7S1H91HD112364

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

Germantown Savings Bank
City Line & Belmont Avenue
Bala Cynwyd, PA 19004

* Not subject to recordation fee

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with

Anne-Arundel County

Floyd F. Morgan

By: Floyd F. Morgan
Signature(s) of Debtor(s) Title

Germantown Savings Bank

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 519 PAGE 537 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. [illegible]

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 ENTREPO FINANCIAL RESOURCES, INC.

Address 729 Benjamin Fox Pavilion, Jenkintown, PA 19046

2. SECURED PARTY

Name AMOSKEAG BANK

Address 875 Elm Street

Manchester, NH 03105

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

CK

3. Maturity date of obligation (if any) _____

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

ALL FURNITURE, FIXTURES AND EQUIPMENT AND ALL ADDITIONS, ACCESSORIES AND REPLACEMENTS THERETO COVERED BY LEASE AGREEMENT NO. 11304, EQUIPMENT SCHEDULE NOS. 1, 2 & 3 BETWEEN ENTREPO FINANCIAL RESOURCES, INC., LESSOR AND MR. GOODBUYS CORPORATION, LESSEE

SEE ATTACHED ADDENDUM

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)

Barbara P. Bainey, Asst. Sec.
(Signature of Debtor)

Barbara P. Bainey, Assistant Secretary
Type or Print Above Name on Above Line
ENTREPO FINANCIAL RESOURCES, INC.

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia A. Harrington, V.P.
(Signature of Secured Party)

Type or Print Above Signature on Above Line
AMOSKEAG BANK

ADDENDUM TO UCC-1

ALL FURNITURE, FIXTURES, EQUIPMENT, ACCESSORIES AND REPLACEMENTS THERETO COVERED BY LEASE AGREEMENT NO. 11304, EQUIPMENT SCHEDULE NO. 2 BETWEEN ENTREPO FINANCIAL RESOURCES, INC., LESSOR AND MR. GOODBUYS CORPORATION, LESSEE.

EQUIPMENT LOCATION:

STORE #1 - UNION
1089 Hudson Street
Union, NJ 07083

STORE #2 - BROOKLYN PARK
5724 Governor Ritchie Hwy.
Brooklyn Park, MD 21225

STORE #4 - CASTOR AVENUE
3900 Castor Avenue
Philadelphia, PA 19124

STORE #5 - SPRINGFIELD
1260 Woodland Avenue
Springfield, PA 19064

STORE #6 - CEDONIA
600 Cedonia Mall
Baltimore, MD 21206

STORE #7 - LAWNSIDE
310 White Horse Pike
Lawnside, NJ 08045

STORE #10 - CEDARBROOK
Easton Rd. & Cheltenham Avenue
Wyncote, PA 19095

STORE #11 - OREGON
2301 Oregon Avenue
Philadelphia, PA 19145

STORE #12 - BRICKTOWN
55 Brick Blvd.
Brick, NJ 08723

STORE #14 - TRENTON
1700 Nottingham Way
Trenton, NJ 08619

STORE #15 - BLUEGRASS
2590 Grant Avenue
Philadelphia, PA 19114

STORE #16 - E. BRUNSWICK
290 State Highway "E"
E. Brunswick, NJ 08816

STORE #17 - WESTBURY
123 Frost Street
Westbury, NY 11590

STORE #18 - LODI
370 Essex Street
Lodi, NJ 07644

STORE #19 - FARMINGDALE
1 Glove Circle
1966 Broad Hollow Road
E. Farmingdale, NY 11735

STORE #20 - WOODBRIDGE
Route 1/9 & Route 35
Woodbridge, NJ 07095

STORE #21 - WILMINGTON
Airport Plaza
Route 13 - New Castle County
Wilmington, DE 19898

STATE OF MARYLAND

BOOK 513 PAGE 530

270520

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 MR. GOODBUYS CORPORATION

Address 3025 Walnut Street, Philadelphia, PA 19104

2. SECURED PARTY

Name ENTREPO FINANCIAL RESOURCES, INC.

Address 729 Benjamin Fox Pavilion, Jenkintown, PA 19046

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 FURNITURE, FIXTURES AND EQUIPMENT AND ALL ADDITIONS, ACCESSORIES AND REPLACEMENTS THERETO COVERED BY LEASE AGREEMENT NO. 11304, EQUIPMENT SCHEDULE NOS. 1, 2 & 3 BETWEEN ENTREPO FINANCIAL RESOURCES, INC., LESSOR AND MR. GOODBUYS CORPORATION, LESSEE.

SEE ATTACHED ADDENDUM

ASSIGNEE: AMOSKEAG BANK
875 Elm Street
Manchester, NH 03105

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)

Thomas J. Thornton
(Signature of Debtor)

THOMAS J. THORNTON, PRESIDENT
Type or Print Above Name on Above Line

MR. GOODBUYS CORPORATION
(Signature of Debtor)

Type or Print Above Signature on Above Line

Theodore S. Radomile, Sr. Vice Pres
(Signature of Secured Party)

ENTREPO FINANCIAL RESOURCES, INC.
THEODORE S. RADOMILE
Type or Print Above Signature on Above Line

ADDENDUM TO UCC-1

ALL FURNITURE, FIXTURES AND EQUIPMENT AND ALL ADDITIONS, ACCESSORIES AND REPLACEMENTS THERETO COVERED BY LEASE AGREEMENT NO. 11304, EQUIPMENT SCHEDULE NOS. 1, 2 AND 3 BETWEEN ENTREPO FINANCIAL RESOURCES, INC., LESSOR AND MR. GOODBUYS CORPORATION, LESSEE.

EQUIPMENT LOCATIONS:

STORE #1 - UNION
1089 Hudson Street
Union, NJ 07083

STORE #2 - BROOKLYN PARK
5724 Governor Ritchie Hwy.
Brooklyn Park, MD 21225

STORE #4 - CASTOR AVENUE
3900 Castor Avenue
Philadelphia, PA 19124

STORE #5 - SPRINGFIELD
1260 Woodland Avenue
Springfield, PA 19064

STORE #6 - CEDONIA
600 Cedonia Mall
Baltimore, MD 21206

STORE #7 - LAWNSIDE
310 White Horse Pike
Lawnside, NJ 08045

STORE #10 - CEDARBROOK
Easton Rd. & Cheltenham Avenue
Wyncote, PA 19095

STORE #11 - OREGON
2301 Oregon Avenue
Philadelphia, PA 19145

STORE #12 - BRICKTOWN
55 Brick Blvd.
Brick, NJ 08723

STORE #14 - TRENTON
1700 Nottingham Way
Trenton, NJ 08619

STORE #15 - BLUEGRASS
2590 Grant Avenue
Philadelphia, PA 19114

STORE #16 - E. BRUNSWICK
290 State Highway "E"
E. Brunswick, NJ 08816

STORE #17 - WESTBURY
123 Frost Street
Westbury, NY 11590

STORE #18 - LODI
370 Essex Street
Lodi, NJ 07644

STORE #19 - FARMINGDALE
1 Glove Circle
1966 Broad Hollow Road
E. Farmingdale, NY 11735

STORE #20 - WOODBRIDGE
Route 1/9 & Route 35
Woodbridge, NJ 07095

STORE #21 - WILMINGTON
Airport Plaza
Route 13 - New Castle County
Wilmington, DE 19898

2705537

BOOK 519 PAGE 541

THE 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)

ELLWOOD DALE WITT, JR.
LYNN S. TAZELAAR
1602 SHANNON-O-CIRCLE
SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD / #245
WOODBRIDGE, VA 22191

3. ☐ This Debtor is a transmitting utility

4. For Filing Officer Date, Time, No., Filing Office

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

1986 ZIMMER
70 X 14 SERIAL # ZZF21141 VILLAGE MANOR
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

☐ Proceeds of the collateral are also covered

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

CK

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) is on *
*(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
☐ it 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 Ellwood Dale Witt Jr. Lynn Tazelaar
Signature(s) of Debtor(s)

By
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Anne Arundel County
A/C# C-02-04848-6

519 542

2705520

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 Edwards, William G. T/A Oaklock Trucking

Address 1891 Alderney St. Severn, MD 21144

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."

CK

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 G. Edwards T/A Oaklock Trucking

See attached for originial signature
(Signature of Debtor)

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 LARRY F. KIMMEL ADMIN V.P.

18

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 30th day of October, 1987 by and between

William G. Edwards T/A Oaklock Trucking, having his principal place of business at 1891 Alderney St. Severn, MD 21144

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, 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 debts, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee in such a way that 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 already pledged 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 [illegible]% 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 applicable. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

a. Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description except any held by Mortgagee, and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

b. Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair; will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

c. Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

d. Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion, may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

e. Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon, with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

f. Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

g. If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof, and all of Mortgagor's equity of redemption therein, at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if the rate 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 10% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, 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

William G. Edwards
T/A Oaklock Trucking (Seal)
Mortgagor

Secretary

By William G. Edwards
(Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel } SS

William G. Edwards being duly sworn, deposes and says:

1. He is the owner of Oaklock Trucking 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 _____

NOTARY PUBLIC

. . . . .

STATE OF _____ COUNTY OF _____ SS

I _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____ 19 _____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

_____ NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 30, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	GMC topkick dump truck with 16' Galion Steel dump body	1984 C70064	16DSTD4Y1EV532844

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

William G. Edwards T/A Oaklock Trucking

By: William G. Edwards

2705593

BOOK 519 PAGE 548

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☐ Subject to Recordation Tax. Principal Amount is $
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Rufus C. Creekmore, D.D.S. (Name)	THE FIRST NATIONAL BANK OF MARYLAND
	Attn Gary C. Paul (Name of Loan Officer)
P.O. Box 428 (Address)	P.O. Box 60, 14700 Main St. (Address)
Shady Side, MD 20764	Upper Marlboro, MD 20772

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

ALL ASSETS

ALL MACHINERY, EQUIPMENT, FURNITURE, FIXTURES, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO ANY LEASEHOLD INTERESTS THEREIN, AND ALL RIGHTS, REPLACEMENT PARTS, AND ANNEXATIONS THERETO, NOW OWNED OR HEREAFTER ACQUIRED.

CK

ALL INVENTORY WHEREVER LOCATED, NOW OWNED AND/OR HEREAFTER ACQUIRED, PROCESSED OR PRODUCED, INCLUDING, BUT NOT LIMITED TO, ALL RAW MATERIALS, PARTS, CONTAINERS, WORK IN PROCESS, FINISHED GOODS, WARES AND MERCHANDISE.

ALL PRESENT AND FUTURE ACCOUNTS, INSTRUMENTS, CHATTEL PAPER, CONTRACTS, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAX REFUNDS, NOTES, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER CHOSES IN ACTION.

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

Record Owner, if different from the Debtor

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

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
Rufus C. Creekmore, D.D.S. (Seal)	(Seal)
(Seal) (Signature)	(Seal) (Signature)
Rufus C. Creekmore (Print or Type Name)	(Print or Type Name)

BS-0850A-8406

BOOK 519 PAGE 547

2720539

maryland national bank

FINANCING STATEMENT

1 ☐ To Be Recorded in the Land Records at _____

2 XX To Be Recorded among the Financing Statement Records at Anne Arundel County

3 ☐ Not subject to Recordation Tax

4 XX Subject to Recordation Tax on an initial debt in the principal amount of $ 10,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s)	Address(es)
Donald R. Schneider M.D.	2538 Davidsonville Road Gambrills, Md. 21054
Rande Schneider	2538 Davidsonville Road Gambrills, Md. 21054

6 Secured Party	Address
Maryland National Bank Attention Yvonne T. Johnson	2227 Defense Highway Crofton, Md. 21114

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

CK

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

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

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

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

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

XX 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

XX 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 R. Schneider (Seal)
Donald R. Schneider M.D.

_____ (Seal)

Rande Schneider (Seal)
Rande Schneider

_____ (Seal)

Secured Party
Maryland National Bank

Yvonne T. Johnson (Seal)

Yvonne T. Johnson , Retail Sales Representative
Type name and title

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

207-95 REV 4/82

10 20 .50

BOOK 519 PAGE 548

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax. Principal Amount is $ _____ .
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Uniglobe R.S.V.P. Travel, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
Robert Pence (Name)	Attn: Peggy A. Hall (Name of Loan Officer)
1190 Winterson Rd Suite 170 (Address)	18 West Street (Address)
Linthicum, Md 21090	Annapolis, Md 21401

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

A/R - Inventory

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof: and (4) all of Debtor's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (7) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

3 ☒ Products of the collateral are also specifically covered.

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
_____ (Seal)	_____ (Seal)
Robert Pence (Seal) (Signature)	_____ (Seal) (Signature)
Robert Pence, President (Print or Type Name)	_____ (Print or Type Name)

BS-0850A-8406

519 - 549
-550
-551
-552

#'s not used

Sh. be. Land

11-9-87

519 - 549
-550
-551
-552

#'s not used

Sh. be. Land

11-9-87

519 - 549
-550
-551
-552

#'s not used

Sh. be. Land

11-9-87

519 - 549

-550

-551

-552

#'s not used

Sh. be. Land

11-9-87

BOOK 519 PAGE 553

[XX] TO BE [ ] NOT TO BE

RECORDED IN ~~LAND RECORDS~~ Chattel Records OF ANNE ARUNDEL COUNTY

[ ] SUBJECT TO [XX] NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

270602

1. Debtor(s): (Borrower)

BELLO MACHRE, INC.
Name or Names - Print or Type

P. O. Box 969, Glen Burnie, Maryland 21061
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

Address - Street No., City-County State Zip Code

2. Secured Party:

COMMUNITY DEVELOPMENT ADMINISTRATION, A DIVISION OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT OF THE STATE OF MARYLAND
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401
Address - Street No., City-County State Zip Code

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

SEE THE ATTACHED SHEETS - EXHIBIT A & B

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

7927 Covington Avenue, Glen Burnie, Maryland 21061

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 17.00
POSTAGE .50
#097550 C23T R02 T10:40
11/09/87
CK

6. Proceeds of collateral X are _____ are not covered.

7. Products of collateral X are _____ are not covered.

DEBTOR(s): (Borrower) BELLO MACHRE, INC.

Robert T. Ireland
(Signature of Debtor)

ROBERT T. IRELAND
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: COMMUNITY DEVELOPMENT ADMINISTRATION, A DIVISION OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT OF THE STATE OF MARYLAND

(Company, if applicable)

By: Fran D. Makle
(Signature of Secured Party)

FRAN D. MAKLE Authorized Officer
Type or Print (include title if Company)

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

Name and Address COMMUNITY DEVELOPMENT ADMINISTRATION, 45 Calvert Street, Annapolis, Maryland 21401

17.50

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 3 as shown on a Plat entitled "Section 2, Parke West", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 39, folio 40. The improvements thereon being known as 7927 Covington Avenue.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower 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, tubing, 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 Borrower 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;

(d) any award made in the 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;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) 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;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

BOOK 519 PAGE 557

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)

STOCKETTS EXC & HAULING INC
1174 W CENTRAL AVE
DAVIDSONVILLE MD 21035
220568579 AC

2. SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE (if any) 05JUN98

FOR FILING OFFICER (Date, Time, and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 262200

Filed with ANNE ARUNDEL MD BK 498 PG 495 Date Filed 06JUN86

5. [ ] CONTINUATION: The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. [X] 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: Secure Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

10.

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

03NOV87

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By
Signature(s) of Secured Party(ies)

MANAGER OF PROCESSING
Manager, Processing
John Deere Company

FILING OFFICER COPY – ALPHABETICAL

STANDARD FORM – FORM UCC-3

BOOK 519 PAGE 558

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

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)	2. Secured Party(ies) and Address(es)	3. Maturity Date: For Filing Officer (Date, Time, Number and Filing Office)
Collinson Jeanne 4442 Schmeeck Baltimore, Md 20716	Ford Motor Credit 2401 Pennsylvania Ave Parkville, Md 21234	

This Statement refers to original Financing Statement No. _____

Date filed _____, 19 ___ Filed with Anne Arundel Co

This instrument prepared by: _____

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 property indicated below.

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 property indicated below.

D. ☑ **TERMINATION** — The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT** — The financing statement bearing the above file number is amended:
- ☐ To show the Secured Party's new address as indicated above;
- ☐ To show the Debtor's new address as indicated above;
- ☐ As set forth below.

Book 476 Page 251

_____ (Signature of Debtor, if required) (Debtor)

Dated: November 4, 19 87

Ford Motor Credit (Secured Party)

By: Jennifer L. Diaz (Signature of Secured Party)

FMCC
DEC 66 7288-A

Previous editions may NOT be used.

FILING OFFICER COPY - ALPHABETICAL

BOOK 519 PAGE 559

270533

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)
Lessee:
Zale Corporation
901 West Walnut Hill Ln.
Irving, Texas 75015

2. ~~Secured Party(s)~~ and address(es)
Lessor:
Mitel Finance Corporation
5400 Broken Sound Blvd., NW
Boca Raton, FL 33487

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

4. This financing statement covers the following types (or items) of property:
This statement is for notification purposes only and is not intended for security purposes.

SEE ~~XX~~ EQUIPMENT LIST ATTACHED HERETO AND MADE A PART HEREOF.
Equipment Location: Bailey, Banks, Biddle #2199
7900 Governor Ritchie
Glen Burnie, MD 21061

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

"Not Subject to Recordation Tax"

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

Check [X] if covered: [X] Proceeds of Collateral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Anne Arundel County, Maryland

Lessee: Zale Corporation

By: [signature]
Signature(s) of ~~Debtor(s)~~ Lessee

Lessor: Mitel Finance Corporation

By: [signature]
Signature(s) of ~~Secured Party(s)~~ Lessor

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

Mitel Finance Corporation 519 580

Equipment Location:

Bailey, Banks, Biddle #2199
7900 Governor Ritchie
Glen Burnie, MD 21061

EQUIPMENT AND SOFTWARE SCHEDULE A-1

THIS SCHEDULE IS MADE A PART OF THE MASTER LEASE AGREEMENT BETWEEN ZALE CORPORATION AS LESSEE AND MITEL FINANCE CORPORATION AS LESSOR DATED AUGUST 31, 1987.

QUANTITY	DESCRIPTION
1	Trillium 616 KSU
6	Trillium 616 Telephones
1	Wall Mount Kits
1	Backboard Assembly
1	Surge Protector
1	Lightning Protector
1	AID Unit
1	Line Eliminator Unit
1	KSU Installation
6	Telephone Installation
1	Line Eliminator Installation

EQUIPMENT COST	$ 2,815.00
Lease Term	60 Months
Rate Factor	.02183
Monthly Rental	61.45
Tax Rate 5.0%	3.07
TOTAL TO REMIT	$ 64.52

Zale Corporation

Lessee

MFC-AL-885-011

MITEL

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

No. of Additional Sheets Presented

3. ☐ The Debtor is a transmitting utility

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

Contemporary Sewing Accessories,
Inc. t/a Uniquely You
Michael C. & Marcia P. Wilkins
8230-R Telegraph Road
Odenton, MD 21113

2. Secured Party(ies) Name(s) and Address(es)

The Bank of Glen Burnie
101 Crain Highway, S.E.
P.O. BOx 70
Glen Burnie, MD 21061

4. For Filing Officer: Date, Time, No. Filing Office

5. This statement refers to original Financing Statement No. 263177 filed (date) AUG 6, 1986 with Circuit Court for Anne Arundel County

6. ☐ A. Continuation: The original Financing Statement bearing the above file number is still effective.

XX ☐ B. Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

☐ D. Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E. Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ F. This statement is to be indexed in the Real Estate Records

Contemporary Sewing Accessories, Inc.
t/a Uniquely You

By [signature]
Signature(s) of Debtor(s) (only on amendment)

Michael C. Wilkins, President

The Bank of Glen Burnie

By Henry L. Hein
Signature(s) of Secured Party(ies)

Henry Hein, President

(3/83) STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 519 PAGE 562

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

No. of Additional Sheets Presented

3. ☐ The Debtor is a transmitting utility

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

Contemporary Sewing
Accessories, Inc.
8230-R Telegraph Road
Odenton, MD 21113

2. Secured Party(ies) Name(s) and Address(es)

U.S. Small Business Adm.
The Equitable Building
10 N. Calvert Street
Baltimore, MD 21202

4. For Filing Officer (Date, Time, No. Filing Office)

5. This statement refers to original Financing Statement No. 235710 filed (date) Jan 21, 1982 in Circuit Court for Anne Arundel County

6. ☐ A. Continuation: The original Financing Statement bearing the above file number is still effective.

xx B. Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

☐ D. Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below

☐ E. Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ F. This Statement is to be indexed in the Real Estate Records

Contemporary Sewing Accessories, Inc.

By Mike Wilkins, President (Signature(s) of Debtor(s) for amendment)

U.S. Small Business Administration

By Paul Hecht Signature(s) of Secured Party(ies)

(3-83) STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

270534

MARYLAND FINANCING STATEMENT

BOOK 519 PAGE 563

(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 Shore Sails-Chesapeake, Inc.
(Name or Names)
7310 Edgewood Rd., Annapolis, MD 21403
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. SSC 2313
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

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

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

1 - Ricoh FAX10 facsimile s/n R1070800444

CK

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

LESSEE

Shore Sails-Chesapeake, Inc.

By: (Pro) (Title)
Charles L. Millican
(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 Mgr. (Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

270505

BOOK 519 PAGE 564

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

FINANCING STATEMENT

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

ADDRESS: PO BOX 625
CITY & STATE: LANHAM MD 20706

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
LINDA KANE		10-30-87	
JOHN KANE		ACCOUNT NO.	TAB
2323 WEYMOUTH LN CROFTON MD	21114	364702295	4141

Filed with: ANNE ARUNDEL CITY

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

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
77	Ford			2X26F111337		
84	Ford			1FABP39J7EF138208		

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

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

(c) Other (describe)

"THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY:
CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CK

UNDERLYING TRANSACTION [X] IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

$ 4740.93

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

BY Susan Mathews
TITLE

Linda K. Kane
LINDA KANE — DEBTOR

John Kane
JOHN KANE — DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

18
35
150

BOOK 519 PAGE 565

TFR238
7/22/87

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX
Recordation Tax paid on Deed of Trust recorded among the Land Records of Anne Arundel County.

FINANCING STATEMENT

270566

RECORD FEE 17.00
POSTAGE .50
#087990 C237 R02 T12:45
11/09/87
CK

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel County
Financing Statement Records

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

1. Debtor: Address:

Chandler Point Corporation — 4513 Mountain Road, Pasadena, Maryland 21122, Attn: Gary W. Koch

2. Secured Party: Address:

Provident Bank of Maryland — 114 E. Lexington Street, Baltimore, Maryland 21202, Attn: Commercial Real Estate Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air 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 appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or

17.50

additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(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 as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, general intangibles, chattel papers, contract rights (including the rights of the Debtor under the Contracts of Sale as defined in the Revolving Construction Loan Agreement between the Debtor and the Secured Party) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

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

5. Proceeds of collateral are covered hereunder.

6. The land consists of 41 subdivided lots containing approximately [illegible] acres of land more particularly described in Exhibit A attached hereto as Exhibit A shall be modified from time to time.

Debtor:

CHANDLER POINT CORPORATION

By: _____
Gary W. Koch, President

Dated: October 26, 1987

Please return to: Mike Marino
Diversified Title Corp.
10 East Baltimore Street
Suite 1212
Baltimore, Maryland 21202

Exhibit A

Property Description

BEING KNOWN AND DESIGNATED as Lot Nos. 1 through 23, inclusive, 25, 26, 31, 32, and 45 through 58, inclusive, as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folio 39 through 43, inclusive.

4272s

BOOK 519 PAGE 569

Debtor or Assignor Form

FINANCING STATEMENT

270537

☐ 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
American Coffee Company	259 Ritchie Rd. Pasadena, Md. 21122

Secured Party	Address
Farmers National Bank of Md.	5 Church Circle Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS – 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, Inventory, Equipment and Receivables now owned and hereafter acquired by Borrower and all proceeds (cash and non-cash) of such Accounts, Inventory, Equipment and Receivables.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

American Coffee Company

By: Carl Duncan
Carl Duncan, President

By: Sandra Duncan
Sandra Duncan, Vice President

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY

Type or print names under signatures

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

11 00
8

STATE OF MARYLAND BOOK 519 PAGE 570

FINANCING STATEMENT FORM UCC-1 Identifying File No. 229538

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 Pleasant Plains Turf Farm, Inc.

Address 1839 Pleasant Plains Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

1 Brillian Grass Seeder S/N # LFT-120 149614
1 Wet Lime Spreader, 5 Ton, S/N # M696M987
Submersible pump system, 7½ HP, for 6" well, 230' depth

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)

Pleasant Plains Turf Farm, Inc.
BY: Millard B. Horton, Jr., Pres.
(Signature of Debtor)

Millard B. Horton, Jr., Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
RECORD TAX 126.00
MESSAGE .50
AMT. TOTAL 137.50
11-09-87
CK

126 -

(Signature of Secured Party)

Anne J. Stevens, Loan Operations Officer
Type or Print Above Signature on Above Line

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 519 PAGE 571

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 266290 recorded in Liber 508, Folio 535 on February 20, 1987 (date)

1 DEBTOR(S)

Name(s) P.C. Clark Enterprises, Inc. T/A Annapolis Lighting Co.

Address(es) Festival at Marley Station

Pasadena, Maryland 21122

2 SECURED PARTY

Name Equitable Bank, National Association

Address 100 S. Charles Street

Baltimore, Maryland 21201

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

CK

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 [XXX] 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 Debtor is increasing the amount borrowed under his term note from $60,000.00 to $200,000.00.

Recordation Tax on the additional $140,000.00 will be paid to Anne Arundel County with a copy of this amendment.

9 DEBTOR
P. C. Clark Enterprises, Inc. T/A
Annapolis Lighting Co.

By: Preston C. Clark
Preston C. Clark, President

SECURED PARTY:

EQUITABLE BANK, National Association

By
Michael E. Balderson
Assistant Vice President
(Type Name and Title)

15 980.50

Form 24 (11-83)

F207

BOOK 519 PAGE 572

270529

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 Long Point Deli. Inc.

Address 4730 Mountain Rd., Pasadena, MD 21122

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters _ Troy. Ohio 45374

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

3. Maturity date of obligation (if any)_____

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

One(1) 1612 Slicer -Used

Annapolis - # 088296

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)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J.Grigsby

Long Point Deli.Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lancaster
Type or Print Above Signature on Above Line

UCC-1 STATE OF MARYLAND

BOOK 519 PAGE 573

FINANCING STATEMENT CHANGE – UCC-3

Ford Motor Credit Company

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

3 Maturity Date

1 Debtor(s) (Last Name First) and Address(es)
Carter, David B.
3010 Rolling Rd
Hanover MD 21076

2 Secured Party(ies) and Address(es)
Ford Motor Credit Co.
P.O. Box 637
Mechanisville, VA 23111

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

This Statement refers to original Financing Statement No. 25702
Date filed 7-24, 19 80 Filed with Cir Ct

This instrument prepared by

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 property indicated below.

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 property indicated below.

D. ☑ **TERMINATION** — The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT** — The financing statement bearing the above file number is amended.
☐ To show the Secured Party's new address as indicated above.
☐ To show the Debtor's new address as indicated above.
☐ As set forth below.

Liber 487
Folio 327

_____ (Debtor)
(Signature of Debtor, if required)

Ford Motor Credit Co. (Secured Party)

Dated _____, 19____

By C. M. Robertson
(Signature of Secured Party)

FMCC
APR 70 7288

Previous editions may be used

10'50

FILING OFFICER COPY-ALPHABETICAL

Filed w/ Anne Arundel County, MD STATE OF MARYLAND BOOK 519 PAGE 574

FINANCING STATEMENT FORM UCC-1 Identifying File No. ~~[illegible]~~ 10

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. ☐

** NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR

Name Chesapeake Air Shipping, Inc. T/A Pilot Air Freight Corp.

Address Cargo Bldg. A, Box 8764, BWI Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway, Suite 304,

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 Caterpillar TC60C Lift Truck S/N 38Y01913
and substitutions, replacements, additions
and
accessions thereto, now owned or hereafter
acquired and proceeds thereof.
Secured Party is the Seller of the equipment.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Chesapeake Air Shipping, Inc.
T/A Pilot Air Freight Corp.

(Signature of Debtor)

Richard E. Norris Title: Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Nancy Sweet, SDA

Type or Print Above Signature on Above Line

BOOK 519 PAGE 575

Ford Motor Credit Company

FINANCING STATEMENT CHANGE – UCC-3

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

3. Maturity Date

1. Debtor(s) (Last Name First) and Address(es)
Cole, Richard H
814 Barbara Ct
Glen Burnie MD 21061

2. Secured Party(ies) and Address(es)
Ford Motor Credit Company
1133 Old Fredericksburg Drive
P.O. Box 127
Mechanicsville, VA 23111

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

This instrument prepared by CK

This Statement refers to original Financing Statement No. 203155
Date filed 5-7, 19 86 Filed with Clerk of the Circuit Ct

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 property indicated below.

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 property indicated below.

D. ☒ TERMINATION – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ AMENDMENT – The financing statement bearing the above file number is amended:
☐ To show the Secured Party's new address as indicated above.
☐ To show the Debtor's new address as indicated above.
☐ As set forth below.

Book 511
Pg 417

(Debtor)

Signature of Debtor, if required

Dated November 5, 19 87

(Secured Party)

By: (Signature of Secured Party)

FMCC
APR 70 7288

Previous editions may be used

FILING OFFICER COPY-ALPHABETICAL

BOOK 519 PAGE 576

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)
ATI TELEPHONE SYSTEMS,
DIVISION OF ALARM TECHNOLOGIES,
INC.
2455 Hudson Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
PANASONIC COMPANY, DIVISION OF
MATSUSHITA ELECTRIC CORPORATION
OF AMERICA
11 Azar Court
Baltimore, Maryland 21227

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

4. This statement refers to original Financing Statement bearing File No. 245999
Filed with A.A. Co. Circuit Court Date Filed January 26 19 83

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

CK

10.

No. of additional Sheets presented

ATI TELEPHONE SYSTEMS, DIVISION OF
ALARM TECHNOLOGIES, INC.

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

PANASONIC COMPANY, DIVISION OF MATSUSHITA
ELECTRIC CORPORATION OF AMERICA

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 519 PAGE 577

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

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

1. Debtor(s) Name and Mailing Address

BEEMAN, STEVE ALLAN
BEEMAN, NANCY LYNN
Telegraph Rd.
Severn, MD 21144

ANNE ARUNDEL

2. Secured Party(ies) Name and Address

SHELTER AMERICA CORPORATION
14563 East Alameda Ave
Aurora, Colorado 80041
P.O. Box 31127

98451-1

255007

4. This statement refers to original Financing Statement bearing File No. 480 and Book No. 589, Page No.
Filed with: Anne Arundel, MD
Original Date Filed: Dec. 21, 19 84

CK

5. TERMINATION XX	6. CONTINUATION	7. ASSIGNMENT	8. AMENDMENT	9. RELEASE OF COLLATERAL
The Secured Party of record no longer claims a security interest under the Financing Statement	The original Financing Statement is still effective	The Secured Party of record has assigned his rights. The name and address of the assignee and a description of the collateral assigned appear in Box 10.	The Financing Statement is amended as set forth in Box 10. Debtor and Secured Party must sign below.	The Secured Party of record releases the collateral described in Box 10

10

Check only if applicable: ☐ This Financing Statement is to be filed for record in the real estate records

By _____
Signature(s) of Debtor(s)

SHELTER AMERICA CORPORATION
By Nancy L. McGhany, A.V.P.

COLORADO BAR ASSOCIATION STANDARD FORM 3 - UNIFORM COMMERCIAL CODE
(Rev. 1-78)

Form No. SAC 451(UCC-3)

Form approved by the Secretary of State and the County Clerks and Recorders Association

(1) FILING OFFICER COPY

15.50

STATE OF MARYLAND

BOOK 519 PAGE 575

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 ROBERT ALLAN BURGNER

Address 372 W CENTRAL AVE DAVIDSONVILLE MD. 21035

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any) _____

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

1 - NEW KUBOTA	TRACTOR	MN#	L2850	SN#	53840
1 - NEW KUBOTA	LOADER		BF500G		11717
1 - NEW KUBOTA	MOWER		RC72-25		10396
1 - NEW WOODS	TILLER		T60		1452
1 - NEW OLATHE	SEEDER		83/93		1258
1 - NEW DANUSER	POST HOLE		20/42		7109
1 - NEW LELY	SPREADER		BUDGET		
1 - NEW JACOBSEN	AERETOR		595		3179

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 812859

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)

Robert Allan Burgner
(Signature of Debtor)

ROBERT ALLAN BURGNER
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____ CORP. SECY
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

11.50

BOOK 519 PAGE 579

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)
Baltimore Aircoil Company, Inc.
7595 Montevideo Road
Jessup, MD 20794
Anne Arundel County
4144-85814

2. Secured Party(ies) and address(es)
Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Ave., 70FB
Sunnyvale, CA. 94086

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

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

Hewlett-Packard Equipment per the attached Equipment Schedule.
**Debtor has authorized Secured Party to File.
~~Maximum original indebtedness for Tennessee recording tax~~
~~[illegible] $47,748.55~~
This equipment not subject to recordation tax

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

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

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

Filed with:

Baltimore Aircoil Company, Inc.
by Hewlett Packard Co, Its Attorney in Fact

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

Hewlett-Packard Company

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

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 519 PAGE 580

HEWLETT-PACKARD

LEASE WITH OPTION TO PURCHASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

LESSOR HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Lease Agreement # 4144-85814
Ref: Master Lease Agreement # 4144-84476

LESSOR TAX I.D. # 94-1081436

LESSEE Baltimore Aircoil Company, Inc.
(Full Legal Name of Lessee)

7595 Montevideo Road
(Street Address)

Jessup (City) Anne Arundel (County) MD (State) 20794 (Zip)

John F. Sutkaytis
(Contact Name and Phone Number)

EQUIPMENT LOCATION IF OTHER THAN ADDRESS OF LESSEE

Street _____

City _____ County _____ State _____ Zip _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

X Master Lease Agreement # 4144-84476

X Purchase Discount Agreement # Per G4571

☐ _____

X HP Product Warranty, Form # Per G4571 Rev _____

X HP Software Terms, Form # Per G4571 Rev _____

☐ _____

The following Exhibits checked below are attached hereto and made a part of this Agreement

X Early Buyout Schedule dated 7/1/87

☐ HP State and Local Government Rider Form # _____, Rev _____

☐ _____

☐ _____

Terms and Conditions:

1. **Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. **Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 60 months following the "Rent Commencement Date" as defined in paragraph 2 of the above-referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3. **Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of $ 990.78 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. **Amount Financed:** The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is $ 47,748.55.

5. **Purchase, Renewal, Return Options:** Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for (CHECK ONE)

X ten percent (10%) of the

$$\left[\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}}\right] \times \left[\text{Amount to Finance}\right] \text{, OR}$$

☐ the then Fair Market Value of each item of Equipment to be purchased, OR

☐ One Dollar ($1.00) for all items of Equipment (available only for State and Local Government Leases or with special approval),

plus any accrued late charges and taxes applicable to the transfer of of this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}}\right] \times \left[\frac{\text{Original Monthly}}{\text{Payment}}\right]$$

for a six (6) month period after which time title to the Equipment shall pass to Lessee;

(iii) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above or the Fair Market Value, whichever is less, by providing Lessor with sixty (60) days prior written notice.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. **Early Buyout Option:** At its option beginning with the thirteenth (13th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above-referenced Early Buyout Schedule.

7. **Equipment Upgrade/Add-On:** At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. **Upgrade Credit:** If this Equipment Schedule and Payment Agreement reflects an upgrade credit for equipment to be returned by Buyer to Seller, Buyer agrees to return such equipment to Seller within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. **Financing Statement:** LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
See Attached "Equipment Schedule"						

NET PRICE — HARDWARE	$47,748.55
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	47,748.55
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	$47,748.55

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____ Authorized Signature

NAME/TITLE: _____

DATE: _____

LESSEE: Baltimore Aircoil Company, Inc.

BY: John F. Sutkaytis Authorized Signature

NAME/TITLE: John F. Sutkaytis, Director M.I.S.

DATE: October 13, 1987

HEWLETT PACKARD

FRD LWOP 12-86

BOOK 519 PAGE 582

EQUIPMENT SCHEDULE :

LEASE #: 4144-85814

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE($)	ITEM DISC**	ITEM NET PRICE($)	EXTENDED NET PRICE($)
3	7937H	571MB DISC DRIVE	17950.00	13.00%	15616.50	46849.50
1	19511A	7936/37 CABINET	815.00	13.00%	709.05	709.05
1	10833B	HP-IB CABLE 2M	90.00		90.00	90.00
1	10833C	HP-IB CABLE 4M	100.00		100.00	100.00

**PER G4571

NET PRICE-HARDWARE	47748.55
NET PRICE-SOFTWARE	0.00
TOTAL NET PRICE EQUIPMENT	47748.55
OTHER COSTS	
LESS DOWN PAYMENT	0.00
AMOUNT TO FINANCE	47748.55

* Indicates software item

BOOK 519 PAGE 583

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)

Homberg, Walter
1677 Forest Drive
Annapolis, Md. 21043

2 Secured Party(ies) and Address(es)

Volvo White Truck Corporation
7014 E. Baltimore St.
Baltimore, Md. 21224

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

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

One 1987 Autocar, model DK64F,
serial #1WBUCCJF8HU304194

w/ 16 yard Heil dump body, serial #87T228020

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

Associates Commercial Corp.
P.O. Box A
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

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

133510-1

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 1335101/24 9/24/87

Walter Homberg

By: Walter Homberg
Signature(s) of Debtor(s)

Volvo White Truck Corporation

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

Filing Officer Copy — Alphabetical

11.50

603469 Rev 12-80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 519 PAGE 584

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 Easton Lube Center, Inc.

Address 494 Century Vista Dr., Arnold, Maryland 21012

2. SECURED PARTY

Name Park Leasing Co.

Address 611 5th Ave., PO Box 1719, Des Moines, IA 50306

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 - RYKO Carwash R7B EVII (S/N 22116)
1 - Select-A-Cycle Option
1 - Reclaim System
1 - Door Control Kit
1 - Coin Box
and the insurance proceeds received from the event of an insurable loss.

Name and address of Assignee

NOTE: This transaction is a true lease not a security agreement and is filed only as public notice.

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)

Karl L. Schwinger
(Signature of Debtor)

Karl L. Schwinger
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.V.P.
(Signature of Secured Party)

DB LYON
Type or Print Above Signature on Above Line

11.50

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

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no 259871 Liber 493 Page 323 Which was filed January 8 19 86

1 Debtor(s) Name (Last Name First) and Complete Address(es)

Cunningham, Dana W.
Colgan, Patricia A.
760B Fairview Ave.
Annapolis, MD 21403

2 Secured Party(s) Name and Complete Address(es)

Horizon Financial, F. A.
1100 Masons Mill bus. PArk
1800 Byberry Rd.
Huntingdon Valley, PA 19006

This Space for use of Filing Officer (Date, Time and Filing Office)

BOOK 519 PAGE 555

CHECK (X) THE ITEMS WHICH APPLY

3 ( ) CONTINUATION STATEMENT R.S. 12A:9-403
The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective

4 (X) TERMINATION STATEMENT R.S. 12A:9-404
The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above

5 ( ) STATEMENT OF ASSIGNMENT R.S. 12A:9-405
The above named Secured Party certifies that he has assigned all ( ) or part ( ) of his rights under the ORIGINAL Financing Statement bearing the file number shown above to
(Assignee(s) of Secured Party(s) Name and Complete Address(es))

6 ( ) STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406
The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above the collateral described below

7 DESCRIPTION OF COLLATERAL Check which ( ) RELEASED (X) ASSIGNED ( ) AMENDED

( ) R.S. 12A:9-103 Collateral already subject to a security interest in the State of

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

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

9 ( ) PROCEEDS of Collateral are also covered

10 ( ) PRODUCTS of Collateral are also covered

No. of additional sheets presented ( )

11 (X) Filed with County Recording Officer of Anne Arundel County ( ) Secretary of State

Signature(s) of Secured Party(s) or Assignee(s)

Dated October 23 19 87

John O. Plasket Assistant Secretary
Horizon Financial, F. A.

(Not Valid Unless Signed)

96864

FILING OFFICER'S COPY

— This form of financing statement is approved by the Secretary of State of New Jersey.

FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 519

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: The P.J. King Companies, Inc.

Address: 2212 American National Bank Bldg., 101 E. Fifth Street
St. Paul, Minnesota 55101

2. SECURED PARTY

Name: The First National Bank of Minneapolis

Address: 120 South Sixth Street
Minneapolis, MN 55480

CK

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

See attached Exhibit A for a description of collateral.
"Conditional Sales Contract"

CHECK ☒ THE LINES WHICH APPLY

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

☐ (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)
The P.J. King Companies, Inc.
MARTI R. CHARPENTIER, Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

George M. Stuart, AVP
(Signature of Secured Party)

THE FIRST NATIONAL BANK OF MINNEAPOLIS
Type or Print Above Signature on Above Line

118

Exhibit A

Debtor: The P.J. King Companies, Inc.

Secured Party: The First National Bank of Minneapolis

Lessor: Savin Credit Corporation #54

The following list of equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (3)) and all rents and rental payments with regard to such Equipment and proceeds of the forgoing (including the proceeds of any insurance covering said Equipment).

(1) Equipment	(2) Serial #	(3) Customer Lease Covering Equipment Lessee/Location	County
MODEL 7350 SORTER/20 BIN CONSOLE PAPER TRAY LCT DUPLEX ARDF	9070702543	CENTURY CREDIT CORPORATION 901 ELKRIDGE LANDING ROAD, SUITE 2 LINTHICUM, MD 21090	ANNE ARUNDEL
MODEL 7050 SORTER/20 BIN	9670504644	GORE BROS. REPORTING AND VIDEO 115 WEST MULLBERRY STREET BALTIMORE, MD 21201	PRINCE GEORGES
MODEL 7015Z	7370610289	MERCURY COMPUTER SYSTEMS 8955 GUILFORD RD. COLUMBIA, MD 21046	PRINCE GEORGES

519 588

22517

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)

H.B. Stein Ltd. dba: Beltone
Hearing Aid Service
1407 Forest Dr.
Annapolis, MD 21403

(2) Secured Party(ies) (Name(s) And Address(es))

STUDEBAKER-WORTHINGTON
LEASING CORP.
100 JERICHO QUADRANGLE
JERICHO, NY 11753

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

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

For Filing Officer

CK

(5) This Financing Statement Covers the Following types (or items) of property.

Computer system & related property including but not limited to:
AT&T 6300 30Mg Graphics Card; AT&T Monitor; IBM Proprinter II w/Cable; MS DOS 3.1;
Hear Ware S/W; SBT A/R; Misc Supplies.
proceeds Amt of Indebtedness Is $_____

☐ Proceeds of the Collateral Are Also Covered.

(6) Signatures Debtor(s)
H.B. Stein Ltd. dba: Beltone
Hearing Aid Service

(By) Harry Stein

Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
STUDEBAKER-WORTHINGTON LEASING CORP.

(By) [illegible]

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)

(1) Filing Officer Copy - Numerical

1263 OC

UCC-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 519 PAGE 590

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 11-2-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marc's Distributing, Inc.

Address 8390 Washington Blvd., Jessup, Md., 20794

2. SECURED PARTY

Name HARBOR TRUCK SALES AND SERVICE, INC.

Address 2723 Annapolis Rd. Balto. Md. 21230

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

3. Maturity date of obligation (if any) 11-2-91

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

1987 Mercedes Benz chassis Serial # 1MBZB79A6HN746498

1987 Hackney S-710-22 Body Serial # 47338

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)

ASSIGNED TO:

Deutsche Credit Corporation
4 Greentree Centre #204
Marlton, N.J., 08053

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Christopher J. Ecker
(Signature of Debtor)

Christopher J. Ecker V-Pres.
Type or Print Above Name on Above Line

Marc S. Klein
(Signature of Debtor)

MARC S. KLEIN
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Edward S. Dentz, President
Type or Print Above Signature on Above Line

11/50

BOOK 519 PAGE 590

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 225947

RECORDED IN LIBER 405 FOLIO 396 ON June 14, 1979 (DATE)

1. DEBTOR

Name Anne ARundel County, Maryland

Address Arundel Center, Annapolis, Maryland 21404

2. SECURED PARTY

Name The First National Bank of Maryland

Address P.O. Box 1596, Baltimore, Maryland 21203

Same as the above Debtor

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

3. Maturity date of obligation (if any)

CK

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:** [X] (Indicate whether amendment, termination, etc.) TERMINATION

Dated March 4, 1987

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

Patricia A. Brian, Vice President

Type or Print Above Name on Above Line

10.50

Return to: Frank, Bernstein, Conway & Goldman
Suite 710
American City Building
Columbia, Maryland 21044

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

BOOK 519 PAGE 591

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. [illegible]

RECORDED IN LIBER 405 FOLIO 393 ON June 11, 1979 (DATE)

1. DEBTOR

Name TCPC Realty Corporation of Baltimore
c/o Trammell Crow Distribution Corporation

Address 4120 Simonton Road, Dallas, Texas 75240

2. SECURED PARTY

Name Anne Arundel County, Maryland

Address Arundel Center, Annapolis, Maryland 21404

Same as above Debtor

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:** [X] (Indicate whether amendment, termination, etc.) TERMINATION

CK

Dated March 4, 1987

THE FIRST NATIONAL BANK OF MARYLAND

Patricia A. Brian

(Signature of Secured Party)

Patricia A. Brian, Vice President

Type or Print Above Name on Above Line

Return to Frank, Bernstein, Conaway & Goldman
Suite 700
American City Building
Columbia, Maryland 21044

16.00

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

MARYLAND FINANCING STATEMENT

BOOK 519 PAGE 512 270513

☐ Not Subject to Recordation Tax

☒ Recordation Tax of $ 74.80 on

Principal Amount of $ 17,000.00 ~~is chattel~~ 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 Eugene Passero d/b/a Atlas Disposal Services
(Name or Names)

12605 Brandywine Road Brandywine, Maryland 20613
(Address)

DEBTOR
(Name or Names)

(Address)

2. SECURED PARTY Signet Bank/ Maryland
(Name or Names)

P.O. Box 22497, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any) of SECURED PARTY
(Name or Names)

(Address)

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

ALL OF THE DEBTOR'S EQUIPMENT AND SUPPLIES, INVENTORY, PRESENT AND FUTURE ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, THINGS IN ACTION, CHATTEL PAPER, NOW OWNED OR HEREAFTER ACQUIRED, WHEREEVER LOCATED INCLUDED BUT NOT LIMITED TO THE FOLLOWING:

One (1) New Mack Model DM686S Truck Chassis, s/n 2M2B126C2JC015303, equipped with one (1) New CDE Model 60-24T Roll-off Hoist system and body, s/n CDE1593-601324T.

RECORDATION TAX HAS BEEN PAID TO THE CLERK OF CIRCUIT COURT PRINCE GEORGES CO., MD.
AMOUNT PAID $74.80.

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

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

DEBTOR(S):
Eugene Passero d/b/a Atlas Disposal Services

By: Eugene Passero Owner
(Title)

Eugene Passero
(Type or print name of person signing)

By: (Title)

(Type or print name of person signing)

SECURED PARTY:
Signet Bank/ Maryland

By:

(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 T0508, Baltimore, Maryland 21203

BOOK 519 PAGE 593

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)

VolvoLand, Inc.
8065 Ritchie Why.
Pasadena, MD 21122

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

The First National Bank of Maryland
P.O. Box 1344
Baltimore, MD 21203

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. Folio# 433 ID# 239103 Film#440

Filed with Anne Arundel Co. Date Filed 7-31- 19 81

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

6. ☒ **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

The First National Bank of Maryland

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

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 519 PAGE 594

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)	2. Secured Party(ies) and address(es)	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
GLEN BURNIE CHAMBER OF COMMERCE 101 Crain Highway, NW Glen Burnie, MD 21060	MAROX LEASING COMPANY 31 Pickburn Court Cockeysville, MD 21030	

4. This statement refers to original Financing Statement bearing File No. 264268 Book 504 Page 185
Filed with Anne Arundel Co. Date Filed October 20 19 86

CK

5. [X] **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.

Assignee: JOHN HANSON SAVINGS & LOAN
17710 Beltsville Drive
Beltsville, MD 20705

No. of additional Sheets presented:

JOHN HASNON SAVINGS & LOAN

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

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

(1) **Filing Officer Copy – Alphabetical**

STANDARD FORM - FORM UCC-3

10.00

STATE OF MARYLAND

BOOK 519 PAGE 515

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263654

RECORDED IN LIBER 502 FOLIO 325 ON 9-5-86 (DATE)

1. DEBTOR

Name West BAnk Contracting, Inc.

Address 73 Maryland Avenue, Annapolis, MD 21401

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)

CHECK ☒ FORM OF STATEMENT

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

One (1) New Dresser Model TD 8E Crawler Dozer SN 10388
(Rental)

Dated November 9, 1987

State Eq., Div. Secorp National, Inc.

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

1052

BOOK 519 PAGE 516 270550

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | No. of Additional Sheets Presented | 1. ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First and Address(es))
JAMES W. MCCULLOUGH
MARJORIE MCCULLOUGH
Lot 23
Lyons Creek MHP
Lothian, Md. 20711

2. Secured Party(ies) Name(s) and Address(es)
JOYE REAL ESTATE
6500 OLD BRANCH AVE.
TEMPLE HILLS, MD. 20784

3. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
1975
52 X 24 Owned TRINITY Rooms
To include all ~~furniture~~, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.
☒ Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)
Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) is on *
*(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)

James W. McCullough
JAMES W. MCCULLOUGH
By MARJORIE L. MCCULLOUGH Marjorie L. McCullough
Signature(s) of Debtor(s)

Crescent Financial, Inc.
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

BOOK 519 PAGE 507

270551

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

1. ~~Debtor~~ Lessee (Last Name First and Address(es))
American Telephone & Telegraph Company
550 Madison Avenue
New York, NY 10007

2. ~~Secured Party~~ Lessor (Name(s) and Address(es))
MISSO Services Corporation
5201 Leesburg Pike
3 Skyline Place, Suite 1200
Falls Church, VA 22041

3. ☐ The Debtor is a transmitting utility

4. For Filing Officer Date, Time, No., Filing Office

5. This Financing Statement covers the following types (or items) of property
Electro-Rep, Codex and AT&T Equipment as listed on attached Equipment Description Sheet leased by Lessor to Lessee under Equipment Schedules ~~XXX~~ #26 through 31. This filing is for informational purposes only. The parties intend the transaction to represent a true lease.

☐ Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)
United Computer Capital Corporation
550 East Genesee Street
Syracuse, NY 13202

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The number to be cut or materials of the kind including oil and gas is/are *
*(Describe Real Estate Below)

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction, ☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

01F0670692 CMD

AMERICAN TELEPHONE & TELEGRAPH COMPANY

By _____
Signature(s) of ~~Debtor(s)~~ Lessee

MISSO SERVICES CORPORATION

By _____
Signature(s) of ~~Secured Party(ies)~~ Lessor

(1) Filing Officer Copy-Numerical (2) Filing Officer Copy-Alphabetical (3) Lessee (4) Lessor

(5/82)

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

EQUIPMENT DESCRIPTION SHEET

RE: Lease
Between United Computer Capital Corporation
and American Telephone and Telegraph Company
Equipment Schedule #26-31

QTY	MACHINE/ FEATURE	DESCRIPTION	SERIAL #	MANUF.	E.S.#
4	4410	Compis Console		AT&T	26

EQUIPMENT LOCATION: Glen Burnie, MD

SMT30:13(42)

BOOK 519 PAGE 589

270550

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)
Lessee
American Telephone &
Telegraph Company
550 Madison Avenue
New York, NY 10007

2. Secured Party(ies) and Name(s) and Address(es)
Lessor
Misso Services Corporation
5201 Leesburg Pike
3 Skyline Place, Suite 1200
Falls Church, VA 22041

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
AT&T/IS, Codex, Electro Rep Equipment as listed on attached Equipment Description Sheet leased by Lessor to Lessee under Equipment Schedules #18-#22. This filing is for informational purposes only. The Parties intend the transaction to represent a true lease.

☐ Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)
United Computer Capital
Corporation
550 East Genesee Street
Syracuse, NY 13202

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) is on *
* (Describe Real Estate Below)

8. Describe Real Estate Here ☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

AMERICAN TELEPHONE & TELEGRAPH COMPANY

By Mary Bay
Signature(s) of Debtor(s) Lessee

MISSO SERVICES CORPORATION

By
Signature(s) of Secured Party(ies) Lessor

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

EQUIPMENT DESCRIPTION SHEET

BOOK 519 PAGE 600

RE: Lease
Between United Computer Capital Corporation
and American Telephone and Telegraph Company
Equipment Schedule #18-21

QTY.	MODEL/ FEATURE	DESCRIPTION	SERIAL #	MANUFACTURER
54		4410 Terminal (Console Model)		AT&T/IS
2		4410 Terminal (Desk Model)		AT&T/IS
1		5310 Serial Printer		AT&T/IS
1		Compis Maint. Carts		Electro Rep

EQUIPMENT LOCATION:
Glen Burnie, MD

Equipment Schedule #22

2	3B2/400	AT&T/IS

EQUIPMENT LOCATION:
Glen Burnie, MD

BOOK 519 PAGE 601

7510.120.11

2745553

To be Recorded In

Finance Records of Anne Arundel County

Not Subject to

Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust or Deeds of Trust recorded or to be recorded among the Land Records of Carroll County and given as security for the same indebtedness.

RECORD FEE 21.00
POSTAGE .50
#088660 C23T R02 T12:14
11/10/87
CK

FINANCING STATEMENT

This Financing Statement dated October 15, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1.	Debtor:	Address:
	Lowal Corporation, a Maryland Corporation	7779 New York Lane Glen Burnie, Maryland 21061
2.	Secured Party:	
	Eastern Savings Bank, fsb	30 E. Padonia Road Suite 303 Timonium, Maryland 21093

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now owned or leased by Debtor or hereafter acquired and now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice

boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

(d) The interest of Debtor in all plats, drawings, permits, engineering studies, contracts, agreements, licenses, approvals or other intangibles relating to the property described in Paragraph 6 hereof.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a certain Deed of Trust, Assignment of Rents and Security Agreement from Debtor to the Trustees for the Secured Party and recorded or intended to be recorded among the Land Records of Carroll County, Maryland, securing a Promissory Note from Debtor to Eastern Savings Bank, fsb.

6. The real estate consists of a certain parcel of land and the improvements thereon located in Carroll County, Maryland, containing approximately 10.148 ± acres, all as more particularly described in Exhibit A attached hereto.

Debtor:

LOWAL CORPORATION,
a Maryland corporation

By: Alvin M. Powers (SEAL)

ALVIN M. POWERS
(Print Name)

PRESIDENT
(Title)

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

BEING KNOWN AND DESIGNATED as Lots Nos. 16 through 25, Block C, and Lots Nos. 26 throug 52, Block B, and the beds of Cambridge Court and Grand Drive, all as shown on the plat entitled "Second Amended Plat of Section One and First Amended Plat of Section Two, GREEN MEADOWS," which plat is recorded among the Land Records of Carroll County in Plat Book No. 28, folio 137. (Formerly known as Lots Nos. 18 through 22, Block C, and Lots Nos. 34 through 41, Block B, as shown on the plat entitled "Section Two, Green Meadows," which plat is recorded in Plat Book No. 18, folio 5; and Lots Nos. 19 through 25 and Lot No. 29, Block B, and Lots Nos. 16 and 17, Block C, as shown on the plat entitled "Section One, Green Meadows," which plat is recorded in Plat Book No. 28, folio 4.)

BEING the same property which by Deed dated October 15, 1987 was conveyed by Ralph W. Stonesifer, Inc., to LOWAL CORPORATION.

END
LIBER