

**LIBER**

**5**

**2**

**2**

271233

BOOK 522 PAGE 1

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) DavCo Food, Inc. 1657 Crofton Blvd. Crofton, Maryland 21114	2. Secured Party(ies) and address(es) Third National Bank in Nashville as Agent 201 Fourth Avenue, North Nashville, TN 37244	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 #220870 0777 (01 109149 01/11/88
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4. This financing statement covers the following types (or items) of property:  
See Exhibit A

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

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

DAVCO FOOD, INC.

By: Ray Pitt v p  
Signature(s) of Debtor(s)

THIRD NATIONAL BANK IN NASHVILLE, AS AGENT

By: J. Howard v p  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

The Collateral includes all of Debtor's right, title, and interest in and to the following described property (and types of property) both presently existing and hereafter acquired or arising:

(1) Equipment, including, but not limited to, all of Debtor's furniture, fixtures, machinery, equipment, parts, accessories, improvements, replacements, and substitutions that are used by or useful to Debtor in the operation and management of its business located at the following locations:

1. 7042 Little River Turnpike  
Annandale, VA 22003
2. 1961 Chain Bridge Road  
McLean, VA 22102
3. 714 Nursery Road  
Linthicum, MD 21090
4. MD Rt. 50 - City 6  
Easton, MD 21601
5. 9150 Rt. 108  
Columbia, MD 21045
6. 100 New York Avenue  
Washington, D.C. 20002
7. 1701 Bracknell Drive  
Reston, VA 22091
8. 1064 Northbound Rt. 3  
Gambrills, MD 21054
9. 5719 Buckeystown Pike  
Frederick, MD 21701
10. 18150 Contour Road  
Gaithersburg, MD 20877
11. 5066 Lee Highway  
Arlington, VA 22205
12. 3101 Coastal Highway  
Ocean City, MD 21842
13. 10030 Lee Highway  
Fairfax, VA 22030
14. 4250 Nannie Helen Burroughs  
Washington, D.C. 20019

15. 11815 Livingston Road  
Olde Forte Village  
Fort Washington, MD 20744

BOOK 522 PAGE 3

16. 3300 Duke Street  
Alexandria, VA 22314

17. 14050 Baltimore Street  
Laurel, MD 20707

18. 6210 Kenilworth Avenue  
Riverdale, MD 20737

19. 825 N. Washington Street  
Alexandria, VA 22314

20. 8700 Bel Air Road  
Baltimore, MD 21236

21. 1504 Davis Ford Road  
Woodbridge, VA 22192

22. 4000 Jermantown Road  
Fairfax, VA 22015

23. 3900 Georgia Avenue NW  
Washington, D.C. 20011

24. 6056 Burke Commons Road  
Fairfax, VA 22015

25. 11301 Rockville Pike  
N. Bethesda, MD 20895

26. 3431 Columbia Pike  
Arlington, VA 22204

27. 6242 Greenbelt Road  
Greenbelt, MD 20770

(2) The proceeds (including insurance proceeds) of any and all of the foregoing collateral.

(3) All ledgers, books of account, and records of Debtor relating to any and all of the foregoing.

The security interest of Third National Bank in Nashville, as Agent, in the Collateral is junior and subordinate to the security interest of Mellon Financial Services Corporation in the Collateral.

This financing statement reflects a security interest securing reimbursement of a letter of credit obligation that is not yet due and payable.

The Debtor certifies that no recordation tax is due in connection with the filing of this financing statement.

4916B/12-03-87

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Brady's Excavating, Inc.

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

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Dresser Model TD 15C LGP Crawler Dozer SN 6452

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#220950 0777 R01 T10:00

01/11/88

CHECK  THE LINES WHICH APPLY

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

na

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

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brady's Excavating, Inc.

*Russell Brady*  
(Signature of Debtor)

ROSSELL BRADY 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.

*Glenn S. Conklin*  
(Signature of Secured Party)

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

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 5  
Identifying File No. 271211

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. \$ 2000.00

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

This financing statement Dated DEC 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH AND SHERI COURTOCK

Address 5144 LINDA CT 1-3 BELLEVUE MD 21054

2. SECURED PARTY

Name WJF FINANCIAL SERVICES

Address PO BOX 117 GLEN BIRCH MD 21051

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00

RECORD TAX 17.50

POSTAGE .50

#220960 0777 R01 T10:00

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)

Joseph S. Courtock  
(Signature of Debtor)

JOSEPH COURTOCK

Type or Print Above Name on Above Line

Sheri Courtock  
(Signature of Debtor)

SHERI COURTOCK

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

12.00  
17.50  
- .50

01/11/88  
JA



FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)

Ferdinand B. Flint

1304 Glendon Avenue  
Baltimore, MD 21223

RECORD FEE 11.00

POSTAGE .50

6. Secured Party  
Maryland National Bank  
Attention: Jo Anne Holmes

Address 201 Benton Avenue  
Linthicum, MD 21098

RECORDED 0777 R01 110405

01/11/89

38

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

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

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

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

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

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

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

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

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

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

Ferdinand B. Flint (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

Jo Anne Holmes (Seal)  
Jo Anne Holmes

Retail Sales Representative II  
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.

11-50

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a  
Financing statement to Maryland National Bank from Ferdinand B. Flint  
individually dated December 22, 1987.

Deck Kit Model # FEBK-8045

271213

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 \$ 11,000.00. 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 Comptroller \$77.00 12/31/87

5. Debtor(s) Name(s) The Aquarium, Inc. Address(es) 180-L Penrod Court  
T/A Aquarium Products Glen Burnie, Maryland 21061

6. Secured Party, Maryland National Bank Address Department LDRU  
Attention: R. Riley Post Office Box 987, Mailstop 02-28-01  
Baltimore, Maryland 21203

RECORD FEE 10.00  
RECORD TAX 77.00  
POSTAGE .50

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

Debtor: The Aquarium, Inc.  
T/A Aquarium Products

Secured Party, Maryland National Bank

By: A. Merrill Cohen, Pres. (Seal)  
Type name and title, if any  
A. Merrill Cohen, President

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

Michael A. McIntyre, Asst. Vice President  
Type name and title

0106823-

10-1-80  
77.50

Schedule A

BOOK 522 PAGE 9

to

Financing Statement

by and between

The Aquarium, Inc. T/A Aquarium Products, Debtor

in favor of

Maryland National Bank, Secured Party

- 1 MacIntosh Mac SE w/HD20  
Computer
- 1 Laser Writer Plus Printer
- 1 Princeton Mac Scan
- 1 Surge Suppressor
- 2 Apple Talk Cables

The Aquarium, Inc. T/A  
Aquarium Products

by A. Merrill Cohen, Pres.  
A. Merrill Cohen, President

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

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Identifying File No. 271244

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 Berman Yacht Sales, Inc.  
Address 7700 Water Oak Point Road, Pasadena, MD 2122

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address P.O. Box 3190, Annapolis, MD 21403

RECORD FEE 11.00

POSTAGE .50

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

#023680 0345 R03 114:06

3. Maturity date of obligation (if any) \_\_\_\_\_

01/11/88

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

Name and address of Assignee

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

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)

Berman Yacht Sales, Inc.

Michael C. Berman  
(Signature of Debtor)

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

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

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

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
(Signature of Secured Party)

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

MN246601.FIS  
1840

BOOK 522 PAGE 11 271215

**FINANCING STATEMENT**

1. Name of Debtor: ATLACO DEVELOPMENT GROUP  
Address: P.O. Box 304  
601 Old Annapolis Boulevard  
Severna Park, Maryland 21146
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
10 Light Street  
Baltimore, Maryland 21202

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed to Secure Debt and Security Agreement dated December 18, 1987 from Debtor to the Secured Party (the "Deed to Secure Debt"), all property being located in Gwinett County, Georgia, 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 to Secure Debt, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed to Secure Debt, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

14/0

POSTAGE FEE 14.00  
POSTAGE .50  
REGISTERED MAIL FEE 1.00  
TOTAL 15.50  
JA

4. NOT SUBJECT TO RECORDATION TAX.

Debtor:

ATLACO DEVELOPMENT GROUP

By David P. Ruppert  
David P. Ruppert  
Partner

Secured Party:

MARYLAND NATIONAL BANK

By Patricia L. Hicks  
Patricia L. Hicks  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

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

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 136, of the 6th District, Gwinnett County, Georgia, and being Lot 12, Block A, Rockbridge Station, Unit Two, recorded in Plat Book 42, Page 162, Gwinnett County Records and being more particularly described as follows:

BEGINNING at an iron pin located on the Northwesterly right of way of Webb Parkway (80 foot right of way) a distance of 809.05 feet along said right of way from the intersection with the Northeasterly right of way of Buxton Court (80 foot right of way); running thence North 40 degrees 27 minutes 04 seconds West a distance of 137.58 feet to an iron pin; running thence North 27 degrees 52 minutes 44 seconds West a distance of 272 feet more or less to a point located in the center line of Camp Creek (hereinafter referred to as Point A); running thence in an Easterly direction along the center line of Camp Creek a distance of 242 feet more or less to a point (hereinafter referred to as Point B); (Point A and Point B are connected by traverse lines described as follows: From Point A, running thence North 27 degrees 52 minutes 44 seconds West a distance of 0.97 feet to an iron pin; running thence North 78 degrees 28 minutes 09 seconds East a distance of 234.94 feet to an iron pin; running thence South 38 degrees 02 minutes 23 seconds East a distance of 9.90 feet to Point B); running thence South 38 degrees 02 minutes 23 seconds East a distance of 318 feet more or less to an iron pin located on the Northwesterly right of way of Webb Parkway (80 foot right of way); running thence along the Northwesterly right of way of Webb Parkway along an arc of a curve to the left, said arc having a radius of 833.29 feet, a chord bearing of South 58 degrees 08 minutes 39 seconds West, a chord distance of 249.06 feet and an arc distance of 250.00 feet to an iron pin; continuing along said right of way, running thence South 49 degrees 31 minutes 56 seconds West a distance of 5.00 feet to an iron pin. Said iron pin being the point of beginning.

As shown in a plat of survey for Atlaco Development Group and Maryland National Bank, prepared by Bragg, Wood & Associates, Inc., Ian M. Bragg, Georgia Registered Land Surveyor #2196, dated December 7, 1987.

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TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: CROFTON LOT 1 GENERAL PARTNERSHIP	Address: c/o Mr. Dennis Gilligan 1655 Crofton Boulevard Suite 200 Crofton, Maryland 21114
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2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK	Address: P. O. Box 2558 Salisbury, MD 21801 ATTN: William F. Brooks, Jr.	RECORD FEE 14.00 POSTAGE .50
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3. This Financing Statement covers:

#332030 0777 R01 T15#44  
01/11/88  
JA

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all

1400  
JL



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 licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Modification and Consolidation of Deed of Trust Agreement and Consolidated Deed of Trust Promissory Note in the amount of \$486,000.00 executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: CROFTON LOT 1 GENERAL PARTNERSHIP

BY:  (SEAL)  
W. Dennis Gilligan,  
Authorized General Partner

Dated: 12-30-97

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S40744ms.fin



EXHIBIT "A"

ALL THAT PARCEL OF LAND situate in Anne Arundel County, being known and designated as Lot 1, containing 2.607 acres of land, more or less, as shown on a plat of subdivision entitled Section 1 - Plat 1 CROFTON INDUSTRIAL and OFFICE PARK as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 46 at folio 3.

AND BEING the same property conveyed to Crofton Lot 1 General Partnership by Deed dated November 26, 1985, recorded among the same Land Records in Liber 40001, folio 432.

s40774ms.exa

BOOK 522 PAGE 17

271213

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

<p>1. Debtor(s) (Last Name First) address(es)</p> <p>Tidewater Marine Construction 8440 Geneva Road Pasadena, MD 21122</p>	<p>2. Secured Party(ies) and Address(es)</p> <p>Ford Motor Credit Company P. O. Box 637 Mechanicsville, VA 23111</p>
--	--

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

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

Ford 1910 Tractor, Serial # UP12466  
Lowe Auger Model #3310  
Ford 770B Loader Serial #64206

RECORD FEE 11.00  
POSTAGE .50

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

W222470 0777 R01 T10:33

4. This transaction is exempt from the Recording Tax.

01/12/88  
JA

Filed with:

*Charles W. Barton*

(SIGNATURE OF DEBTOR)

Charles W. Barton, Pres.

(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY: *Lynn Archer* Agent

115

271250

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) Fenwick, William O. 1678 Justin Drive Gambrills, Maryland 21054 <i>WOM</i>	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P. O. 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:

Ford 4500 Tractor-Loader-Backhoe Serial #C238538

RECORD FEE 11.00  
 POSTAGE .50  
 4227490 0777 201 110133

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

01/12/88  
JA

4. This transaction is exempt from the Recording Tax.

Filed with:

*W*  
 \_\_\_\_\_  
 (SIGNATURE OF DEBTOR)  
 William O. Fenwick  
 \_\_\_\_\_  
 (SIGNATURE OF DEBTOR)

Ford Motor Credit Company  
 \_\_\_\_\_  
 (NAME OF SECURED PARTY)  
 BY: *Lena Anstee* Agent

117.50

271251

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) NELSON RONALD L 431 THIRD AVE SW GLEN BURNIE MD 21061	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
---	--

RECORD FEE 11.00  
POSTAGE .50

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

#332490 0777 R01 T10:34

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

- 1 FORD 1710 DIESEL TRACTOR MODEL A43136 #4418082
- 1 FORD 770 B LOADER W/ 60" BUCKET #43065461
- 1 BEAULTY 620 3 PT BACKHOE W/ 13 BUCKET SW #43108

01/12/88  
JA

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

4. This transaction is exempt from the Recording Tax.

Filed with:

X Ronald L. Nelson  
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company  
(NAME OF SECURED PARTY)

Ronald L. Nelson

BY: Lynn Malais Agent

(SIGNATURE OF DEBTOR)

11/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271252

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 12-30-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cardinal Industries, Inc.
Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Sanwa Business Credit Corporation
Address One South Wacker Drive, Chicago, Illinois 60606

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 X attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#222500 0777 P01 T10:35
01/12/88

Filed with the Clerk of the Circuit Court of 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)

CARDINAL INDUSTRIES, INC.

By: [Signature]
(Signature of Debtor)

LENA M. ARSENAULT, VP
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SANWA BUSINESS CREDIT CORPORATION

By: [Signature]
(Signature of Secured Party)

JOHN P. CORTIASE 1ST VP.
Type or Print Above Signature on Above Line

11-50

SCHEDULE : ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 FINANCING STATEMENT EXECUTED BY CARDINAL INDUSTRIES, INC. AS DEBTOR  
 AND BANKA BUSINESS CREDIT CORPORATION AS SECURED PARTY

This Financing Statement covers the following types or items of property:

- I. All accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II. below, whether now owned or hereafter acquired; all substitutions for and replacements of such property, whether now owned or hereafter acquired; and all proceeds of all of the foregoing and of all of the property described in Section II. below including without limitation any leases of any of the foregoing or of any of the property described in Section II. below, whether now owned or hereafter acquired;

II. MANUFACTURER      QUANTITY      DESCRIPTION      SERIAL NUMBER      VENDOR      INVOICE NUMBER

The following goods (where quantity is not indicated, description references all goods matching such description; where goods are listed multiple times, the listings are in addition to each other):

		1 Credence, and 1 Bookcase		American Office Equip Co	8-12781
		1 Workstation Accessories		American Office Equip Co	8-12794
		Workstations & Accessories		American Office Equip Co	8-12793
		Workstations & Accessories		American Office Equip Co	8-13380
Ford		1 Tractor		G Walter Coale, Inc.	90538
Woods		1 Mower		G Walter Coale, Inc.	90538
		6 Lateral Files		American Office Equip Co	8-13724
		3 Hand Pushed Cranes		North Central Equip Co	8246
		Carpet Rack		Atlantic Matl Handling Co	1022
		HRS Roof Lifting Frame		Industrial Fabricators	2546
		6 Aluminum Dock Plates		Atlantic Material Handling	968
		Mobile Chair Truck #0#076		Atlantic Material Handling	975
		Standard CAD Config		OEM Peripherals Inc	2043
Annai		1 Drafting Table		Visual Systems Co Inc	390009

Initials of Debtor: 

\$ 11.50

271253

BOOK 522 PAGE 22

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 \$ 100,000.00. 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 Prince George's County

5. Debtor(s) Name(s): B and K Rentals and Sales Co., Inc. Address(es): 12601 Old Marlboro Pike  
Upper Marlboro, Md. 20772  
5463 So. Md Blvd.  
Lethian, Maryland 20711

6. Secured Party: Maryland National Bank Address: Department: CLDRU RECORD FEE 11.00  
Attention: Kathy Tefft Post Office Box 987, Mailstop 509277 POSTAGE .50  
Baltimore, Maryland 21203 HQ22510 0777 RD1 710436

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

Debtor: B and K Rentals and Sales Co., Inc. Secured Party: Maryland National Bank

By: Joellyn R. Bunting (Seal)  
Type name and title, if any: John W. Bunting, President  
Joellyn R. Bunting, Secretary

By: James R. Tucker (Seal)  
Type name and title: James R. Tucker - Sr. Branch Officer

1150

271254

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.

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

ADDRESS: 2418 ANNAPOLIS RD. P.O. BOX 635  
CITY & STATE: LANHAM MD 20706

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
CYNTHIA D. THURMAN		01-07-89	
P.O. BOX 3402 CONUS MI GROUP		ACCOUNT NO	TAB
FT MEADE	MD 20755	663400584	9569

Filed with: A A COUNTY

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 11.00

RECORD TAX 14.00

POSTAGE .50

#222560 0777 R01 T10:39

01/12/89

JF

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

\$ 1725.07

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

*Cynthia D. Thurman*  
CYNTHIA D. THURMAN DEBTOR

BY *Michael D. Luthy* ASST MGR. TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11  
14  
50

AAO  
24358

STATE OF MARYLAND

BOOK 522 PAGE 24

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269834

RECORDED IN LIBER 518 FOLIO 81 ON August 24, 1987 (DATE)

1. DEBTOR

Name Horton, Lloyd, Jr. T/A Horton Machine Co.  
Address 601 Olson Road., Brooklyn Park, MD 21225

2. SECURED PARTY

Name A. W. Tool & Machine Ltd.  
Address 2326 York Road, Timonium, MD 21093  
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)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>To include S/N's for the following:</p> <p>One (1) Victor NCN Model TNS3 Lathe, S/N FA09933</p> <p>One (1) Mazak 14" x 72" Lathe, S/N 26659</p> <p>To Add:</p> <p>One (1) Kondia CNC 2 Head, 2 Axis Milling Machine, S/N K851A-K851B</p>		

RECORD FEE 10.00  
POSTAGE .50  
2717 R01 T10:49  
01/12/88  
JA

Horton, Lloyd, Jr., T/A  
Horton Machine Co.

By: Lloyd Horton Jr.  
Dated \_\_\_\_\_

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

1650

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271255

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 Edward T. Smith & Sons, Inc.

Address 769 S. Mesa Road Millersville, MD 21108

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.

RECORD FEE 17.00  
POSTAGE .50  
202750 0777 R01 T10:50  
01/12/88  
JA

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)

Edward T. Smith & 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)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
LARRY F. KIMMEL, ADMIN. V.P.

1750

CONDITIONAL SALE CONTRACT NOTE

BOOK 522 PAGE 26

TO: Beltway International Trucks, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227

FROM: Edward T. Smith & Sons, Inc.
769 S. Mesa Road Millersville, MD 21108

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 Navistar Model F1954
Cab & Chassis w/Duralite Box Body,
S/N VIN-1HTLDZ3N9JH535900

Table with 2 columns: Description and Amount. Includes items like CASH SALE PRICE (\$33,117.75), DOWN PAYMENT in Cash (\$10,017.75), UNPAID BALANCE (\$23,100.00), and CONTRACT PRICE (\$29,280.00).

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:
769 S. Mesa Road Millersville Anne Arundel Maryland

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 Twenty nine thousand two hundred eighty and 00/100 Dollars (\$ 29,280.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 46 successive monthly installments, commencing on the 4th day of February, 1988, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 610.00 and the final installment being in the amount of \$ 610.00

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, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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: December 29, 1987
Accepted: Beltway International Trucks, Inc. (SEAL)

BUYER(S)-MAKER(S):
Edward T. Smith & Sons, Inc. (SEAL)

By: James Jennelle ST (Witness as to Buyer's and Co-Maker's Signature)

By: Edward T. Smith V.PRES. (SEAL)
Co-Buyer-Maker: EDWARD T. SMITH (SEAL)

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

By:

This instrument prepared by

and to receive the property if repurchased for default and require under certain conditions a resale of the property if repossessed.

INITIAL  
HERE  
PAGE  
522  
INITIAL  
BOOK  
HERE  
INITIAL  
HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Terms of the ~~note~~ 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 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 the property in danger of misuse, concealment, or misappropriation, ~~if Holder shall deem it necessary~~, 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 and confer 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 any 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. ~~A 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 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.)  
 (Gurantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Gurantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

BOOK 522 PAGE 28

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 December 27, 1987

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and Edward T. Smith & Sons, Inc. 769 S. Mena Road Millersville, MD 21108  
(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 use 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 \$ 29,280.00  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of December 19 87

Beltway International Trucks, Inc.  
(Seller/Lessor/Mortgagee)

By James J. Farrell

(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

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268730

RECORDED IN LIBER 515 FOLIO 65 ON July 21, 1987 (DATE)

1. DEBTOR

Name Annapolis Service Center, Inc.

Address 1401 Forest Drive Annapolis, MD 21403

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)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>One (1) Caterpillar Scraper, Model 613B, S/N 38W7551</p>		<p><b>ASSIGNEE OF THE SECURED PARTY:</b> Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>

RECORD FEE 10.00

POSTAGE .50

#222760 0777 R01 T10#51

01/12/88

Alban Tractor Co., Inc.

Dated \_\_\_\_\_

*Mark N. Welsh*  
(Signature of Secured Party)

Mark N Welsh

Type or Print Above Name on Above Line

1050

271256

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	A/A Co.-Acc't#05049-0
(1) Debtor(s) (Last Name First) and Address(es) Annapolis Service Center, Inc. 1401 Forest Drive Annapolis, MD 21403  M-31444A	(2) Secured Party(ies) (Name(s) And Address(es): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE MD. 21237		RECORD FEE 11.00 POSTAGE .50 #222770 0777 R01 T10:51 01/12/88 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es): Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061		For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Used Caterpillar Model #613B Self Loading Scraper S/N 38W7551			

Products of the Collateral Are Also Covered.

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

(6) Signatures: Debtor(s)

Annapolis Service Center, Inc.

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co. Inc

Secured Party(ies) [or Assignees]

(By) *[Signature]*

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

1050

UCC-1

271207

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) GEORGE BECKER GRACIELA GUTIERREZ 10 S. BRUCE STREET LAUREL MD 20707	2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191	4 For Filing Officer Date Time No Filing Office  RECORD FEE 12.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property 1981 COMMODORE GUARDIAN 48 X 14 SERIAL # 14481475902 "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) #228760 0717 001 T11107 01/12/88 JA	
<input type="checkbox"/> Produce, Commodities, or Crops <input checked="" type="checkbox"/> Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
9 Name of a Record Owner			

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					
GEORGE BECKER		GRACIELA GUTIERREZ		GREEN TREE ACCEPTANCE INC.	
By <i>George Becker Graciela Gutierrez</i> Signature(s) of Debtor(s)		By <i>R. Chowne</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			
(3/83) FILING OFFICER COPY—NUMERICAL					
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania					

271253

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

No. of Additional Sheet 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

JAMES H. MARTIN  
LIONS CREEK MHP #70  
LOTHIAN MD 20820

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD : #245  
WOODBIDGE, VA 22191

RECORD FEE 11.00  
POSTAGE .50

#200950 0777 001 711406

5 This Financing Statement covers the following type(s) or item(s) of property

1976 HARLETTE  
70 X 14 SERIAL # ~~50266~~ P14270FBK50266  
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)

01/12/98  
JA

Products of the Collateral are covered by a lease, contract of sale, or other agreement.  
X Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

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.)

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 H. MARTIN

By

*James H. Martin*  
Signature(s) of Debtor(s)

By

*Diana Stein*  
Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL 1130  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

GREEN TREE ACCEPTANCE INC.

BOOK 522 PAGE 33

TERMINATION STATEMENT

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

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

File No. 265529 Dated January 6, 1987  
Record Reference Book 507 Page 30

2. DEBTOR is:

Name: Hoppa, Peter J. or Margaret A.  
(Last Name First)

Address: 1185 Claire Drive, Crownsville, Maryland 21032

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

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

RECORD FEE 10.00  
POSTAGE .50  
#223020 0777 R01 T11#13  
01/12/88  
JA

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:

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

SECURED PARTY:

The Bank of Glen Burnie

Dated January 6, 1988

By: Susan W. Fitzgerald  
(Title)

1050

DY62

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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) Edward Burchett 1375 Defense Highway Cambrills, MD 21054	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit P.O. BOX 637 Mechanicsville, VA 23111
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FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 255289 Dated: 1-28-85

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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BOOK 481  
Page 326

RECORD FEE 10.00  
POSTAGE .50  
#223120 0777 P01 T11\*24

4. This transaction is exempt from the Recording Tax.

01/12/88  
JA

Filed with: Anne Arundel County

Dated: January 5, 1988 By: P. J. Matthews  
Ford Motor Credit  
(NAME OF SECURED PARTY)

BR 4209 Q155

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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)  GREEN HORIZON, INC. 2158 OLD DAIRY FARM ROAD GAMBRILLS, MD 21054	2. SECURED PARTY(IES) AND ADDRESS(ES)  FORD MOTOR CREDIT COMPANY P. O. BOX 637 MECHANICSVILLE, VA 23111
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FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

LIBER 460 PAGE 324  
3. This statement refers to original Financing Statement No. 246788 Dated: APRIL 11, 1983

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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FORD 1900 TRACTOR SERIAL #U911074  
FORD 771-2 LOADER W/60" BUCKER SERIAL #WL33672

RECORD FEE 10.00  
POSTAGE .50

4. This transaction is exempt from the Recording Tax.

#223130 C717 R01 T11424

Filed with: CLERK OF THE COURT, ANNE ARUNDEL COUNTY

01/12/88  
22

FORD MOTOR CREDIT COMPANY  
(NAME OF SECURED PARTY)

Dated: NOVEMBER 17, 19 87

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

BOOK 522 PAGE 36

BR4209 BR51

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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): Maulden, Ronald E. 1203 Collins Avenue Odenton, MD 21117	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit Company 1133 Old Hickory Drive P. O. Box 637 Mechanicsville, VA 23111
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FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

BOOK 478 PAGE 302

3. This statement refers to original Financing Statement No. 254101 Dated: 10-03-84

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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RECORD FEE 10.00  
POSTAGE .50

W23140 0777 R01 T11#25

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

01/12/88  
JA

Dated: 1-5, 1988

Ford Motor Credit Co.  
(NAME OF SECURED PARTY)  
By: Jennifer G. Watts

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

BR 4209 D510

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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) Childs, Robert W. 1215 Green Holly Drive Annapolis, MD 21401	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Co. 1133 Old Hickory Drive Mechanicsville, VA 23111
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FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. Kiber 446 Page 19 241140 Dated: 01-19-82

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00  
POSTAGE .50  
#223150 CY77 R01 T11#25

4. This transaction is exempt from the Recording Tax.  
Filed with: Anne Arundel County

01/12/88  
JA

Dated: 01-05, 1988  
By: Jennifer G. Watts  
Ford Motor Credit Co.  
(NAME OF SECURED PARTY)

BR4209 DS10

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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) Charles Robert W 215. Duval Hwy. Dr. Annapolis, MD 21401	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 1133 Old Hickory Drive P. O. Box 537 Mechanicsville, VA 23111
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FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. LIBEL 442 Page 381 239901 Dated: Oct 5 1981

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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RECORD FEE 10.00  
POSTAGE .50

4. This transaction is exempt from the Recording Tax.

#228160 CTTT R01 T11#25  
01/12/88  
JA

Filed with: Anne Arundel County

Dated: 01-05, 19 88

By: Jennifer H Watts  
Ford Motor Credit Co.  
(NAME OF SECURED PARTY)

F M C C JUN 65 7288-M (MARYLAND ONLY)

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271262

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. \$ 51,500.00

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

This financing statement Dated Oct. 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vivian Strickland  
Address 123 Club Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Thomas Steven Weatherall and Marcia Weatherall  
Address 3440 Old Crown Drive  
Pasadena, Maryland 21122

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

3. Maturity date of obligation (if any) May 31, 2001

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

All that dwelling described as a one bedroom frame cottage with basement located at 123 Club Road, Pasadena Maryland 21122 which is within the bounds of the Patapsco Boating and Social Association and one (1) share of stock of the Patapsco Boating and Social Association together with all membership privileges associated therewith.

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)

123 Club Road  
Pasadena, Maryland 21122

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00

POSTAGE .50

#223210 0777 R01 T11#28

01/12/88

*Vivian B. Strickland*  
(Signature of Debtor)

Vivian Strickland  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Thomas Steven Weatherall*  
(Signature of Secured Party)

Thomas Steven Weatherall  
Type or Print Above Signature on Above Line

*Marcia Weatherall*  
Marcia Weatherall

11.50

This Financing Statement is being recorded in more than one Maryland County as well as with the State Department of Assessments and Taxation and tax in the amount of \$346.50 was paid to the Clerk of the Circuit Court for Baltimore City upon recordation of this Financing Statement in Baltimore City.

271263

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) Executive Stationery Products Co. of Washington, Inc. 4118-B Howard Avenue Kensington, MD 20895 Executive Stationery Products Inc. 320 E. 25 1/2 St. Balto, MD 21218	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202  Attn: <u>C. Richard Gamper, Jr.</u>  Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

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

\* selling office supplies and stationery

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, Furniture and Fixtures

RECORD FEE 11.00

POSTAGE .50

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.

RECORDED 0777 R01 T11:31

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$63,000.00

01/12/88  
JA

DEBTOR:

Executive Stationery Products Co., Inc.

By: Wayne H. Cole  
Wayne H. Cole, Stockholder  
Executive Stationery Products  
Co. of Washington, Inc.

By: Wayne H. Cole  
Wayne H. Cole, President

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 Secured Party.

11.50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

CONTRACT #29820-813147.

1. DEBTOR

Name GRASS ROOTS, INC.  
Address 501 CENTRAL AVENUE DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.  
Address 15410 CHRYSLER DRIVE  
UPPER MARLBORO, MD 20772

RECORD FEE 11.00  
POSTAGE .50

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

MD29820-813147 R01 T11:33

01/12/88  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

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

- 1 NEW KUBOTA L3750 TRACTOR, SER.#60014.
- 1 NEW KUBOTA BF900 LOADER, SER.#52094.
- 1 NEW KUBOTA L8405 VALVE.
- 1 NEW KUBOTA L1786 GRILL GUARD.

Name and address of Assignee  
KUBOTA CREDIT CORPORATION, U.S.A.  
1825 NORTHEROOK PARKWAY  
SWANEE, GA 30174  
P.O. BOX 105598  
ATLANTA, GA 30348-5598

§

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*David B Cook Pres*  
(Signature of Debtor)

GRASS ROOTS, INC. DAVID E. COOK, PRES.  
Type or Print Above Name on Above Line

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

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

*Larry E Groff*  
(Signature of Secured Party)

LARRY E. GROFF  
Type or Print Above Signature on Above Line

1150

This 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) Reds Dove Inc. 2729 Solomons Rd. Edgewater, MD 21037	2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co. Inc. 8531 Pulaski Hwy. Baltimore, MD 21037	
3. (a) This statement refers to original Financing Statement bearing File No. 267515, Book 512 Filed with Anne Arundel Co., MD Date Filed Page 70 19 (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 <input type="checkbox"/>		RECORD FEE 10.00 POSTAGE .50 For Filing #223300 0777 R01 T11:35 Officer
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.	
9. ASSIGNEE: CATERPILLAR FINANCIAL SERVICES CORPORATION 10630 Little Patuxent Parkway Columbia, Maryland 21044		
EQUIPMENT: One (1) New CATERpillar D6H Track-Type Tractor S/N 4RC01105		
10. Signatures:		Alban Tractor Co. Inc. (Assistant Secretary)
By _____	By <i>[Signature]</i>	Secured Party(ies)
Debtor(s) (necessary only if item 7 is applicable)		Standard Form Approved by N. C. Sec. of State and other States shown above.

(1) Filing Office Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

FINANCING STATEMENT

Not Subject to Recordation Tax

271266

Name of Debtor

Mailing Address

Linda A. Giddings  
Ralph E. Giddings

7959 Telegraph Road #61  
Severn, Maryland 21144

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).

USED 1976 Schult Mobile Home, 70 X 14, Serial # NOE144354

- 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.

RECORD FEE 12.00

DELINQ C777 R01 T13#02

01/12/88

Debtor

Secured Party

Linda A. Giddings  
LINDA A. GIDDINGS

THE BANK OF BALTIMORE

Ralph E. Giddings  
RALPH E. GIDDINGS

BY Jeanette 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.

PCS 0847

18-

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) Reeves, Robert T. & Marjorie A 1427 Bay Head Road, Annapolis, MD 21401		2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, CT	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #23360 0777 R01 T13:04 01/12/88
4. This statement refers to original Financing Statement bearing File No. <u>864140 Liber 490 PG264</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>11/7</u> 19 <u>85</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.			

1-5-88

No. of additional Sheets presented: \_\_\_\_\_

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

By: Christina K. Perry Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

1050 STANDARD FORM - FORM UCC-3



STATE OF MARYLAND

BOOK 522 PAGE 45

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~492160~~ 251131

RECORDED IN LIBER ~~1917~~ 471 FOLIO ~~157~~ 250 ON ~~3/28/84~~ 3/6/84 (DATE)

1. DEBTOR

Name MR. TIRE INC.  
Address 200 West Padonia Rd., Timonium, MD

2. SECURED PARTY

Name Dunlop Tire Corporation RECORD FEE 10.00  
Address PO Box 405, Buffalo, NY 14240 POSTAGE .50  
Gerald F. Keipert, Esquire, 110 East Lexington St. Baltimore, MD 21202 #223410 0777 R01 713408  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 01/12/88

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>AMENDMENT</b></p>
<p><b>ADDITIONAL LOCATION OF DEBTOR IS AS FOLLOWS:</b>  7224 Ritchie Highway Glen Burnie, MD</p>	

MR. TIRE INC.

X Medea J. Forman

Dated November 30, 1987

DUNLOP TIRE CORPORATION

James Dentico  
(Signature of Secured Party)

**James Dentico, General Credit Mgr.**  
Type or Print Above Name on Above Line

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 259174 recorded in Liber 491 Folio 412 on 11-13-85 at Anne Arundel County  
Date Location

1. DEBTOR(S): <u>Boopie International, Incorporated</u>	RECORD FEE	10.00
ADDRESS(ES): <u>6205 Bright Plume</u>	POSTAGE	.50
<u>Columbia, Md. 21044</u>	#223420 CTY7 R01 T13+09	
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: <u>Kathy Tefft</u>		01/12/88 JA
ADDRESS: MAILSTOP: <u>509277</u> , Post Office Box 987, Baltimore, Maryland 21203		
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. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.		
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.		
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.		
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. <input type="checkbox"/> Not subject to Recordation Tax. b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.		
7. <input type="checkbox"/> 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(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Betty R. Hensley (SEAL)

Betty R. Hensley, Branch Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to

Mr. David B. Eberhardt  
Levan, Schimel, Richman &  
Belman, P.A.  
Woodmere I, Suite 400  
9881 Broken Land Parkway  
Columbia, MD 21046

*To the Clerk:*

Do not record this page. The information on this side is for the Secured Party's internal use only.

*Instructions:*

**1. Statements of Amendment to Add Collateral:**

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front at number 8, will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

**2. Standard Descriptions of Property:**

*"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."

*"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."

*"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."

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

*"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."

*"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."

*"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."

*"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."

**3. Insurance on Collateral:**

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

**4. Where Collateral May Be A Fixture:**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

271268

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

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

ATI TELEPHONE SYSTEMS  
2455 Hudson Street  
Annapolis, MD 21401

#013106

No. of Additional Sheets Presented

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

NORTH SUPPLY COMPANY  
600 Industrial Parkway  
Industrial Airport, KS 66031

Maturity Date  
3 (Optional)

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

5. This Financing Statement Covers the Following Types (or Items) of Property

All inventory previously or hereafter sold by Secured Party to Debtor for the purpose of sale or lease, including but not limited to: Telephone PBX systems and spare components; Key systems; telephones; electronic cable; steel strand cable; CATV electronic (DESCRIPTION CONTINUATION ON ADDENDUM "A" ATTACHED)

RECORD FEE 11.00

POSTAGE .50

#223439 0777 R01 T13:10

Proceeds

Products of the Collateral are Also Covered

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate

8. Name(s) of Record Owner(s)

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

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected

ATI TELEPHONE SYSTEMS

By <sup>001</sup> Howard B. Katz  
Signature(s) of Debtor(s)

NORTH SUPPLY COMPANY

By *John T. Shaw*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL  
FORM M-UCC-1-MISSOURI UNIFORM COMMERCIAL CODE

Approved By:

*R. J. Blunt*  
Secretary of State

DEBTOR (013106)  
ATTI TELEPHONE SYSTEMS  
2455 Hudson Street  
Annapolis, MD 21401

SECURED PARTY  
NORTH SUPPLY COMPANY  
600 Industrial Parkway  
Industrial Airport, KS 66031

ADDENDUM "A"

(CONTINUATION)

transmission equipment; earth stations (signal receiving); radio equipment; central station equipment; power supplies; and all other telecommunications equipment.

b. All proceeds of the foregoing inventory.

c. All accounts, executory contract rights, chattel paper, instruments; promissory notes, and general intangibles now or which hereafter may be acquired by Debtor in exchange and as consideration for the sale or lease of such inventory (as described above) to third parties in the ordinary course of Debtor's business.

d. All property described in Addendum I (if attached).

001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 49  
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 IS A TRUE LEASE, 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 HENSON AVIATION, INC.  
Address Baltimore/Washington International Airport, Baltimore, MD.

2. SECURED PARTY  
Name WATKINS EQUITY LEASING  
Address 600 West Germantown Pike  
Plymouth Meeting, PA 19462  
Person And Address To Whom Statement Is To Be Returned If Different From Above.  
900 Kings Highway, North (Suite #208), Cherry Hill, NJ 08034

RECORD FEE 11.00  
POSTAGE .50  
#033440-0717 R01 T13:11  
01/12/88  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
One (1) new 5,000 gallon Rampmaster Refueler Truck to lease Schedule #2 as more specifically described on the attached Schedule A attached hereto and made a part hereof. This financing statement is being filed solely as a precaution if contrary to the intention of the parties described above the transaction relating to the property described herein is deemed to be other than a true lease in the meanings of Sec 1-201 (37) of the UCC.

Filed with Baltimore Cty.  
*Anne Arundle*

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)

THIS FINANCING STATEMENT PUBLICIZES A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST. *DRB*

HENSON AVIATION, INC.  
(Signature of Debtor)  
*Thomas W. Felt*  
Type or Print Above Name on Above Line

(Signature of Debtor)  
Type or Print Above Signature on Above Line

WATKINS EQUITY LEASING  
(Signature of Secured Party)  
*[Signature]*  
Type or Print Above Signature on Above Line

1150

Schedule # 2

SCHEDULE 'A'

Page 1 of 1

This schedule is to be attached to and become a part of Lease dated 12-15, 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
One (1)	New 5,000 Gallon Rampmaster Refueler truck consisting of the following modular components: Unit # <u>5004</u>	1987	
One (1)	Rampmaster Motor Module S/N ARM75004SWR7		
One (1)	Semi-Trailer with Rampmaster Trailer Module S/N ART55004SWR7		
One (1)	Rampmaster Pump Module S/N ARP35004SWR7		
WITH ALL ATTACHMENTS AND ACCESSORIES,			
Equipment Location: Baltimore Washington Airport Baltimore, MD			

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of copy.

Lessor:

WATKINS EQUITY LEASING (L.S.)

By: [Signature] (L.S.)

Title: Area Chief MGR

MASDOC0049a/CI-306/1086t

Lessee:

HENSON AVIATION, INC. (L.S.)

By: [Signature] (L.S.)

Title: U.P. - FINANCE

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 IS A TRUE LEASE, 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 HENSON AVIATION, INC.

Address Baltimore/Washington International Airport, Baltimore, MD

2. SECURED PARTY

Name Watkins Equity Leasing

Address 600 West Germantown Pike

Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above. 900 Kings Highway, North (Suite #208), Cherry Hill, NJ 08034

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) new 5,000 gallon Rampmaster Refueler Truck to lease Schedule #1 as more specifically described on the attached Schedule A attached hereto and made a part hereof. This financing statement is being filed solely as a precaution if contrary to the intention of the parties described above the transaction relating to the property described herein is deemed to be other than a true lease in the meanings of Sec 1-201 (37) of the UCC.

Filed with Baltimore Cty. *Anne Brundage*

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)

THIS FINANCING STATEMENT PUBLICIZES A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

HENSON AVIATION, INC.  
(Signature of Debtor)

*Thomas H. Kelly*  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WATKINS EQUITY LEASING  
(Signature of Secured Party)

*[Signature]*  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

110

SCHEDULE 'A'

This schedule is to be attached to and become a part of Lease dated 12-15, 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
One (1)	New 5,000 Gallon Rampmaster Refueler truck consisting of the following modular components:		
	Unit # <u>15703</u>	1987	
One (1)	Rampmaster Motor Module S/N ARM75003SWR7		
One (1)	Semi-Trailer with Rampmaster Trailer Module S/N ART55003SWR7		
One (1)	Rampmaster Pump Module S/N ARP35003SWR7		
WITH ALL ATTACHMENTS AND ACCESSORIES,			
Equipment Location: Baltimore Washington Airport Baltimore, MD			

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of copy.

Lessor:

WATKINS EQUITY LEASING (L.S.)

By: [Signature] (L.S.)

Title: AREA CREDIT MGR

Lessee:

HENSON AVIATION, INC. (L.S.)

By: [Signature] (L.S.)

Title: VP - FINANCE

MASDOC0049a/CI-306/1071t

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 258227 recorded in Liber 489, Folio 127 on 8-30-85 at Anne Arundel County

1. DEBTOR(S): Boopie International, Incorporated  
 ADDRESS(ES): 6914 Ritchie Highway  
Glen Burnie, md. 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kathy Tefft  
 ADDRESS: MAILSTOP: 509277; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

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

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

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

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

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ . The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

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  
 #223460 0777 R01 T13#13

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Betty R. Hensley (SEAL)

Betty R. Hensley, Branch Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Mr. David B. Eberhardt Levan, Schimel, Richman & Belman, P.A. Woodmere I, Suite 400 9881 Broken Land Parkway Columbia, MD 21046

01/12/88  
 JA

207-126 REV. 4-86

1050

522 53 -A

To the Clerk:

Do not record this page. The information on this side is for the Secured Party's internal use only.

*Instructions:*

1. *Statements of Amendment to Add Collateral:*

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceeded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front at number 2 will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

2. *Standard Descriptions of Property:*

*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."

*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."

*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."

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

*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."

*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."

*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."

*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."

3. *Insurance on Collateral:*

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

4. *Where Collateral May Be A Fixture:*

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

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)  
 Morrison Printing Ink Co.  
 4801 W. 160th Street  
 Cleveland, OH 44135

2. Secured Party(ies) and address(es)  
 Eaton Corporation  
 1111 Superior  
 Cleveland, OH 44114

3. Maturity date (if any):  
 For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
 #223490 5777 R01 T14102  
 01/12/88  
 JA

4. This statement refers to original Financing Statement bearing File No. 061950 517-458  
 Filed with Clerk of Circuit Court Date Filed September 15, 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. Change company name to:

Morrison Ink Company

No. of additional Sheets presented:

Morrison Ink Company

Eaton Corporation

By: Ella Arvitz, Asst. Secretary  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: J. M. Harwood  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



HEB EQUIPMENT COMPANY, INC.  
EQUIPMENT LIST  
DECEMBER 15, 1987

BOOK 522 PAGE 56

	MAKE	MODEL	SERIAL	WHOLESALE PRICE	RETAIL PRICE	RECENT SALE PRICE	
P	1	HYSTER	18V	9058	4,500	9,500	10,000 11/21/86
P	2	HYSTER	18V	9061	4,500	9,500	
P	3	HYSTER	18V	9060	4,500	9,500	
P	4	HYSTER	18V	7798	4,500	9,500	
P	5	HYSTER	18V	9076R	4,500	9,500	
P	6	HYSTER	18V	7744R	4,500	9,500	
P	7	HYSTER	18V	7746R	4,500	9,500	
P	8	HYSTER	18V	7874R	4,500	9,500	
P	9	HYSTER	18FW	18569	1,500	3,500	
P	10	MARK	19E	6732372	4,500	9,500	
P	11	HYSTER	V24	2576R	5,500	12,500	
P	12	HYSTER	V24	2799R	5,500	12,500	
P	13	HYSTER	V24	2831	5,500	12,500	
P	14	HYSTER	V24	2743	5,500	12,500	
P	15	HYSTER	T30	8422	12,500	14,500	
P	16	HYSTER	T40	4064R	12,500	16,000	
P	17	FACRAFT	024DC	4400273	2,000	2,500	
P	18	FACRAFT	219AM	3900361	8,500	9,500	
P	19	FACRAFT	219AM	3900511	8,500	9,500	
P	20	FACRAFT	219AM	3900512	8,500	9,500	
P	21	FACRAFT	219AM	3900513	8,500	9,500	
P	22	GROVE	MSM25	711409	3,000	6,000	
P	23	GROVE	SM2634	14026	2,500	10,500	
P	24	GROVE	SM2634	14027	2,500	10,500	
P	25	GROVE	SM2658	2687	10,500	12,500	
P	26	GROVE	SM2658	3182	10,500	12,500	
P	27	GROVE	SM2658	3183	10,500	12,500	
P	28	GROVE	SM2658	3401	10,500	12,500	
P	29	GROVE	SM31RT	15369	20,000	23,000	
P	30	GROVE	3270E	14988	17,000	20,000	
P	31	GROVE	3270E	15169	17,000	20,000	
P	32	GROVE	M236	807158	8,000	12,000	
P	33	GROVE	M236	807159	8,000	12,000	
P	34	GROVE	M236	807162	8,000	12,000	
P	35	GROVE	M240	810230	8,000	12,000	11,000 9/30/87
P	36	GROVE	M240	810242	8,000	12,000	
P	37	GROVE	SM42	306100	26,000	29,500	16,500 09/30/87
P	38	GROVE	M246A	13011	16,500	22,500	22,500 7/29/87
P	39	GROVE	M246A	13035	16,500	22,500	
P	40	GROVE	M246A	13029	16,500	22,500	
P	41	GROVE	M246A	13031	16,500	22,500	
P	42	GROVE	M266	3273	27,500	35,000	
P	43	GROVE	M266	3281	27,500	35,000	
P	44	GROVE	M266	3288	27,500	35,000	
P	45	GROVE	M266	3296	27,500	35,000	
P	46	JLG	YARD CRANE	14ML			
				471,000	669,500		

CHESAPEAKE HIGH LIFT, INC.  
EQUIPMENT LIST  
DECEMBER 15, 1967

BOOK 522 PAGE 57

	MAKE	MODEL	SERIAL	WHOLESALE PRICE	RETAIL PRICE	RECENT SALE PRICE	
CH	1	HYSTER	18V	9056	4,500	9,500	10,000 11/21/66
CH	2	HYSTER	18V	7393R	4,500	9,500	
CH	3	HYSTER	V24	2490R	5,500	12,500	11,000 3/19/67
CH	4	HYSTER	V24	2505R	5,500	12,500	
CH	5	HYSTER	V30	3643	7,500	16,500	17,000 8/12/67
CH	6	HYSTER	V30	3681	7,500	16,500	
CH	7	HYSTER	A66A	1708E	32,500	36,500	19,950 2/11/67
CH	8	HYSTER	A66A	1710E	32,500	36,500	
CH	9	HYSTER	Z-90	1637F	45,000	52,500	53,500 9/15/67
CH	10	PACOCRAFT	0240C	4400346	2,000	2,500	2,850 5/25/67
CH	11	PACOCRAFT	0240C	4400347	2,000	2,500	
CH	12	PACOCRAFT	2195FEP	3800644	7,500	8,500	
CH	13	PACOCRAFT	219AM	3900529	8,500	9,500	7,000 4/28/67
CH	14	GROVE	SM2129E	15544	11,000	13,000	
CH	15	GROVE	SM2129E	15545	11,000	13,000	
CH	16	GROVE	SM2634E	14479	13,500	15,500	
CH	17	GROVE	SM2634E	15116	13,500	15,500	
CH	18	GROVE	SM2634E	15117	13,500	15,500	
CH	19	GROVE	SM2634E	14510	13,500	15,500	
CH	20	GROVE	SM2634E	14513	13,500	15,500	
CH	21	GROVE	SM2634	14025	2,500	10,500	
CH	22	GROVE	SM2634	14104	2,500	10,500	
CH	23	GROVE	SM2634	14105	2,500	10,500	
CH	24	GROVE	SM2658	7234	10,500	12,500	
CH	25	GROVE	SM2658	2650	10,500	12,500	
CH	26	GROVE	SM2658	13993	10,500	12,500	
CH	27	GROVE	SM2658	14028	10,500	12,500	
CH	28	GROVE	SM3270	14482	19,000	20,000	
CH	29	GROVE	SM3270	14443	19,000	20,000	
CH	30	GROVE	SM3270	14483	19,000	20,000	
CH	31	GROVE	3270DUAL	15072	19,000	20,000	
CH	32	GROVE	3270E	14986	17,000	20,000	
CH	33	GROVE	3270E	14987	17,000	20,000	
CH	34	GROVE	SM3270DF	15275	19,000	22,000	
CH	35	GROVE	SM3270E	15229	17,000	20,000	
CH	36	GROVE	SM3270DF	15274	19,000	22,000	
CH	37	GROVE	M246A	13037	16,500	22,500	22,500 7/29/67
CH	38	GROVE	M246A	13039	16,500	22,500	
CH	39	GROVE	M21-50	14639	50,000	59,500	
CH	40	GROVE	M21-50	15326	50,000	59,500	
CH	41	GROVE	M266	2537	27,500	35,000	
				629,500	793,500		

CENTRAL VIRGINIA HIGH LIFT, INC.  
EQUIPMENT LIST  
DECEMBER 15, 1987

BOOK 522 PAGE 58

	MAKE	MODEL	SERIAL	WHOLESALE PRICE	RETAIL PRICE	RECENT SALE PRICE	DATE
CV	1	HYSTER	18V	7520	4,500	9,500	10,000 11/21/86
CV	2	HYSTER	18V	9057	4,500	9,500	
CV	3	HYSTER	18V	9024	4,500	9,500	
CV	4	HYSTER	V24	2544	5,500	12,500	11,000 03/19/87
CV	5	HYSTER	V24	2742	5,500	12,500	
CV	6	HYSTER	V30	3739R	7,500	16,500	17,000 8/12/87
CV	7	HYSTER	V30	3687	7,500	16,500	
CV	8	FACRAFT	0240C	4400348	2,000	2,500	
CV	9	FACRAFT	0240C	4400274	2,000	2,500	
CV	10	FACRAFT	219AM	3900530	8,500	9,500	
CV	11	FACRAFT	219AM	3900531	8,500	9,500	
CV	12	FACRAFT	219AM	3900532	8,500	9,500	
CV	13	FACRAFT	219AM	3900510	8,500	9,500	
CV	14	FACRAFT	220TM	4100527	9,000	10,000	
CV	15	FACRAFT	220TM	4100230	9,000	10,000	
CV	16	FACRAFT	220TMII	4100581	9,000	10,000	
CV	17	FACRAFT	220TMII	4100582	9,000	10,000	
CV	18	SNORKEL	UND	87250287	26,500	30,000	
CV	19	SNORKEL	50	86253	39,500	47,500	
CV	20	SNORKEL	TB-A60R	065362	42,500	49,500	
CV	21	GROVE	MSM25	711245	3,000	6,000	
CV	22	GROVE	SM2634E	15548	13,500	15,500	
CV	23	GROVE	SM2634E	14514	13,500	15,500	
CV	24	GROVE	SM31RT	15370	20,000	23,000	
CV	25	GROVE	3270E	14985	17,000	20,000	
CV	26	GROVE	MZ140	15422	35,000	39,500	
CV	27	GROVE	MZ140	15350	35,000	39,500	
CV	28	GROVE	MZ46A	13028	16,500	22,500	22,500 7/29/87
CV	29	GROVE	MZ46A	13020	16,500	22,500	
CV	30	GROVE	MZ1-50	15352	50,000	59,500	
CV	31	GROVE	M266	3242	27,500	35,000	
CV	32	SKYWITCHSST20-1230	0092				
				469,500	595,000		

HEB Equipment Company, Inc.  
449 N. Potomac Street  
Hagerstown MD 21740

Dated: January 6, 1988

ALL PRESENT AND FUTURE ACCOUNTS, CONTRACTS, CONTRACT RIGHTS,  
OPEN ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, DRAFTS, ACCEPTANCES,  
INSTRUMENTS, CHATTEL PAPER AND OTHER CHOSSES IN ACTIONS, ALL OF THE  
NOW OWNED AND HEREAFTER ACQUIRED INVENTORY OF DEBTOR, AND RETURNED  
GOODS, AND ALL PRODUCTS AND PROCEEDS THEREOF, NOW OR HEREAFTER  
OWNED OR HELD BY OR PAYABLE TO THE DEBTOR. ACCESSIONS TO SECURED  
PROPERTY ARE ALSO SECURED. ALL THAT EQUIPMENT, MORE PARTICULARLY  
SET OUT ON THE ATTACHED EXHIBIT A AND ALL EQUIPMENT NOW OWNED OR  
HEREAFTER OWNED OR HEREAFTER ACQUIRED.

271274

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

<b>1 Debtor(s) (Last Name First) and address(es)</b>  Enterprise Leasing Company  5507-C Ritchie Hwy Baltimore, Maryland 21225	<b>2 Secured Party(ies) and address(es)</b> General Motors Acceptance Corp. 721 Emerson Road, Suite 575 Creve Coeur, Missouri 63141	<b>For Filing Officer (Date, Time, Number, and Filing Office)</b>  RECORD FEE 11.00 POSTAGE .50 M223720 0777 R01 T14#05 01/12/88 JR
---	--	---

**4** This financing statement covers the following types (or items) of property:  
 Motor vehicles, trailers and semi-trailers, campers, camper bodies and camper equipment and accessories; and replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

**ASSIGNEE OF SECURED PARTY**

Name \_\_\_\_\_

Address \_\_\_\_\_

NOT SUBJECT TO TAX

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

Enterprise Leasing Company  
 By *Warren C. Knapp*  
 Warren C. Knapp Signature(s) of Debtor(s) Vice President

General Motors Acceptance Corp.  
 By *[Signature]*  
 Signature(s) of Secured Party(ies) Ass't Sec.

**FILING OFFICER COPY — ALPHABETICAL**  
 GMAC UCC-1 10/85

1150

271275

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)  
Robert E. Whittington  
111 Church Road  
Arnold, MD 21012  
M-31700A

No. of Additional Sheets Presented

(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)

RECORD FEE 11.00  
POSTAGE .50  
#323130 0777 R01 T14:07  
01/12/88  
JA

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #953 Loader S/N 20Z01351

NOT SUBJECT TO RECORDATION TAX

AA

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Robert E. Whittington

Alban Tractor Co., Inc. Secured Party(ies) [or Assignees]

(By) Robert E. Whittington

(By) [Signature]

Standard Form Approved by N.C. Sec. of State and other states shown above.

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.

11.50

UCC-1

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 522 PAGE 62

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

1. LESSEE Vacuum Services, Inc.
(Name or Names)
P. O. Box 2878; 5633 Belle Grove Rd. Baltimore, Maryland 21225
(Address)

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) Of LESSOR Superior Service Corporation SSC 2380
(Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

3 - IBM, Personal System 2 Model 50, Computers, each e/w 1MB RAM, 20MD Fixed Disk, 1.44MB 3.5" Disk Drive, Color Display & DOS 3.3; 1 - External 5 1/4" Disk Drive and Adaptor Card

RECORD FEE 11.00
POSTAGE .50

#23750 DT77 R01 T14:09

01/12/88

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

LESSEE Vacuum Services, Inc.
By: J. Michael McNeese VP Admin (Title)
(Type or print name of person signing)
By:
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connolly Manager (Title)
Brian G. Connolly
(Type or print name of person signing)

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

1150

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 519 FOLIO 77 ON 10-15-87 (DATE)

1. DEBTOR

Name SNS Builders, Inc.

Address 401 Headquarters Drive, Suite 204, Millersville, Maryland 21108

2. SECURED PARTY

Name The Paradies Distributing Co.

Address 3000 Waterview Ave., Baltimore, Maryland 21230

RECORD FEE 10.00  
POSTAGE .50

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

#024790 0777 R01 T14413

3. Maturity date of obligation (if any) \_\_\_\_\_

01/12/88  
JA

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) *Terminate Company See Below</p>
<p>SNS Builders Inc. 401 Headquarters Drive, Suite 204 Millersville, Md. 21108</p>	

DEBTOR:

\_\_\_\_\_ Type Name

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

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

Dated \_\_\_\_\_

*J. Mulky*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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) Glen Burnie Hauling Inc. 1764 West Drive Pasadena, Md 21122	2. Secured Party(ies) and address(es) Leach Credit Corporation P.O. Box 1275 76 Western Avenue Fond Du Lac, Wisconsin 54935	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 Leach trash packer, model 2-RII, S/N 2-RII-31-2889  
mounted on a 1983 Ford chassis, model LNT 9000, S/N 04882

"EXEMPT FROM RECORDATION TAX"

RECORD FEE 11.00  
#223590 0777 R01 T14:14  
01/12/88

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  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:

Glen Burnie Hauling Inc. \_\_\_\_\_  
By: [Signature] \_\_\_\_\_  
Signature(s) of Debtor(s)

Leach Credit Corporation \_\_\_\_\_  
By: [Signature] \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical // STANDARD FORM - FORM UCC-1.

271311

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 \$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 Clerk of the Court Anne Arundel County

5. Debtor(s) Name(s) Lindy M. Redding Address(es) 1701 S. Crain Highway  
Glen Burnie, Maryland 21061

RECORD FEE 11.00

6. Secured Party: Maryland National Bank Address Department: Crofton Office 500504 TAX  
Attention: F. Hughes Post Office Box 987, Mailstop 500504  
Baltimore, Maryland 21203 POSTAGE .50

52.50

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

MD27950 0777 R01 714119

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.

01/12/98

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

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

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

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

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

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

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

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

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

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

Debtor: Lindy M. Redding

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

M. Faye Hughes, Asst. Vice President  
Type name and title

MARYLAND NATIONAL BANK

11/5/98

Continuation

THIS SCHEDULE A is attached to and made part of a Financing Statement/  
Security Agreement.

Financing Statement and Security Agreement

for Lindy Redding

1 1986 Chevrolet Truck serial # 1GCDC14H8GF392229

Motorola Telephone equipment

3 Chan 1SYS Subfleet serial #'s 603FMS0514 through 603FMS0516

1 S630 Trunking serial # 630CMQ0358

1 M603 Chan 1SYS subfleet serial # 603FMS0513

271278

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) Evans & Posthauer Engineers 2137 Espey Court Suite 1-6 Crofton, MD 21114	2. Secured Party(ies) and address(es) Signet Bank N.A. 1130 Connecticut Ave. NW Washington, D.C. 20036	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 #823880 0777 R01 T14:21 01/12/88
--	---	--

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

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

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

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:  
Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Callateral ore also covered. No. of additional Sheets presented:

Evans & Posthauer Engineers Bernard M. Evans <i>Bernard M. Evans</i>	Signet Bank N.A.
Richard J. Posthauer <i>Richard J. Posthauer</i>	Sandra K. Fleming, Vice President
By: <i>[Signature]</i> Signature(s) of Debtor(s)	By: <i>[Signature]</i> Signature(s) of Secured Party(ies)

Schedule 'A'

BOOK 522 PAGE 68

**Receivables Collateral.**

All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptance, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacement and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables").

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION TAX IN THE AMOUNT OF \$ 156.00 WAS PAID TO B&B Time & Co COUNTY ON 11/7/88

May Anne Kelly  
ALTERNATE SIGNATURE

271279

BOOK 522 PAGE 69

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 29,000.00
- To Be Recorded in Lend Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**  
Belvedere Seafood, Inc.  
 \_\_\_\_\_  
 (Name)  
7901 Oceano Ave.  
 \_\_\_\_\_  
 (Address)  
Jessup, Md. 20794  
 \_\_\_\_\_

**SECURED PARTY (OR ASSIGNEE)**  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Lloyd B. Harrison  
 \_\_\_\_\_  
 (Name of Loan Officer)  
40 W. Chesapeake Ave.  
 \_\_\_\_\_  
 (Address)  
Towson, Md. 21204  
 \_\_\_\_\_

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

ALL ASSETS

RECORD FEE 11.00

#223900 0777 R01 T14#23

(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.

01/12/89 JA

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)**  
Belvedere Seafood, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Charles D. Plitt, Jr. Pres.  
 \_\_\_\_\_  
 (Print or Type Name)

**DEBTOR (OR ASSIGNOR)**  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

1150

RECORDATION TAX CERTIFICATE

The undersigned hereby certify that the books and records of Belvedere Seafood, Inc. (Debtor) show the following values for property which secures a total debt of

\$ 150,000.00 (A) to The First National Bank of Maryland

\$ 828,000.00 (X) Value of inventory, contract rights and other exempt property.

\$ 1,027,000.00 (Y) Total value of all property covered by financing statement.

$$(X) \div (Y) = \frac{80.6\%}{(B)}$$

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

$$\frac{\$150,000.00}{(A)} \times \frac{80.6\%}{(B)} = \frac{\$120,900.00}{(C)}$$

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$29,100.00.

$$\frac{\$150,000.00}{(A)} - \frac{\$120,900.00}{(C)}$$

Belvedere Seafood, Inc.  
(Name of Debtor)

BY: *Charles D. Plitt, Jr.*  
Charles D. Plitt, Jr., Pres.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: Dec. 23, 1987

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 522 PAGE 71

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.  291345

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

1. ~~DEBTOR~~ Lessee

Name The Stop & Shop Companies, Inc.  
Address P.O. Box 369, Boston, MA 02101 and 1776 Heritage Drive, No. Quincy, MA 02171

2. ~~SECURED PARTY~~ Lessor

Name NEMLC Leasing Corporation  
Address 28 State Street, Boston, MA 02109

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.

Lease Supplement: 872

Filed with: ~~STATE~~ Anne Arundel Cty/ MD

RECORD FEE 37.00  
POSTAGE .50  
#223910 0777 P01 T14124  
01/12/88  
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)

(Signature of ~~Debtor~~ Lessee

The Stop & Shop Companies, Inc.  
Type or Print Above Name on Above Line

(Signature of ~~Debtor~~ Lessee

The Stop & Shop Companies, Inc.  
Type or Print Above Signature on Above Line

*James E. Sheppard*  
(Signature of ~~Secured Party~~ Lessor

NEMLC Leasing Corporation  
Type or Print Above Signature on Above Line

SCHEDULE A  
to  
UCC-1 Financing Statement  
between  
NEMLC Leasing Corporation, as Lessor  
and  
The Stop & Shop Companies, Inc., as Lessee

The Equipment listed and described on, and presently located at the locations set forth below attached hereto and made a part hereof, which Equipment has been leased by Lessor to Lessee under and pursuant to an Equipment Leasing Agreement dated as of March 1, 1987, and all accessions, additions, improvements, replacements, and substitutions thereto and therefor, and all proceeds (including insurance proceeds) thereof and therefrom. Lessor and Lessee hereby acknowledge and agree that said Equipment Leasing Agreement is a true lease and that the execution and filing of this financing statement shall not be used as evidence to the contrary.

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
60		Plexi Shelves w/Hardware	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
9		24x48x32" High Sales Table PC	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC. 27410
4		Belt/Tie Displayer, 55 Hook	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
2		Plexi Tie Displayer	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
2		Plexi Belt Displayer	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
1		Keychain Stand	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
10		9x24" Slatwall Hangrail	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
1		"Swank" Floor Unit	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
25		36" Dia. Round Rack w/Mica PC	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
10		Single Blouse Stand	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC. 27410
20		3-Way Blouse Stand	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
60		7x11" Signholder	852	Bradlees 80-135 335 Battleground Avenue Greensboror, NC 27410
10		Mens Shirt Displayer W/Drap	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
21		Foundation Rack W/16 Arms	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
7		Costumer 2 Straight Arm	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
25		2-Way Customer Islant a Strait	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
2		Mannikin Displayer Rack	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
8		3-Way Childrens Blouse Stand	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
2		Mens Tie Pedestal Stand	852	Bradlees 80-135 335 Battleground Aven Greensboro, NC 27410
2		Plexi Wallet Displayer	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
4		Childrens 4Way Rack 2 Slant	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
4		12x12" Double Sided Mirror	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
8		12x12" Slatback Mirror	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
4		Plexi Bin Only W/Hardware	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
51		Childrens 4-Way Rack	852	Bradlees 80-135 335 Battleground Avenue Greensboro, NC 27410
9		24x48x32"High Sales Table PC	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
4		Belt/Tie Displayer, 55 Hook		Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
2		Plexi Tie Displayer	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
2		Plexi Belt Displayer	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
1		"Swank" Floor Unit	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
7		Costumer 2 Straight Arm	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
26		2-Way Customer Islant a Strait	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
2		Mannikin Displayer Rack	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
2		Plexi Wallet Displayer	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
8		12x12" Slatback Mirror	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
4		Plexi Bin Only W/Hardware	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
51		Childrens 4-Way Rack	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
60		Plexi Shelves w/Hardware	853	Bradlees 80-134 Highpoint; Farmington Drive Greensboro, NC 27407
60		Plexi Shelves w/Hardware	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		Plexi Signholder 5x7"	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
2		Plexi Tie Displayer	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
2		Plexi Belt Displayer	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
1		Keychain Stand	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
10		9x24" Slatwall Hangrail	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
1		"Swank" Floor Unit	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
115		36" Dia. Round Rack w/Mica PC	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
10		Single Blouse Stand	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
20		3-Way Blouse Stand	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
60		7x11" Signholder	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
10		Mens Shirt Displayer W/Drap	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
21		Foundation Rack W/16 Arms	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
2		Mannikin Displayer Rack	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
8		3-Way Childrens Blouse Stand	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
2		Mens Tie Pedestal Stand	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
2		Plexi Wallet Displayer	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		Childrens 4Way Rack 2 Slant	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		12x12" Double Sided Mirror	854	Bradlees 80-133 3400 Westgate Drive Durham, Nc 27707
8		12x12" Slatback Mirror	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		Plexi Bin Only W/Hardware	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
51		Childrens 4-Way Rack	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
9		24x48x32"High Sales Table PC	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		Belt/Tie Displayer, 55 Hook	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
16		22x28" Floor Signholder, 14" SQ	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
59		4-Way Panel Rack	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
52		4Way Rack, 2Slant, 2Straight	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
7		Costumer 2 Straight Arm	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
1		Film Development Signholder	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
25		2-Way Customer Islant a Strait	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
2		Millinery Tree	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
1		Plexi Clutchbag Display	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
4		Ladies Belt Fixture	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
9		Double Sided Hand Bag Rack	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
49		4Way Rack All Straight arms	854	Bradlees 80-133 3400 Westgate Drive Durham, NC 27707
11		4'x4' Tables	855	Bradlees 80-134 High Point; Farmington Drive Greensboro, NC 27407
3		5'x5' Tables	855	Bradlees 80-134 High Point; Farmington Greensboro, NC 27407
1		12"x20" Carpeted Platform	855	Bradlees 80-134 High Point; Farmington Greensboro, NC 27407

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
1		Slatback "Z: Gondola #7116	855	Bradlees 80-134 High Point; Farmington Greensboro, NC 27407
16		12"x12" Frosty White Shelves	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
2		21-1/2"x95-15/16" Frosty White Shelves for Glassware Wall	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
2		4'x20' Platform (Toys)	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
14		4'x4' Platforms	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
2		3'6"x19' (Appliances)	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
2		4'x6'10" High Type III Yarn Bin	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
1		8'x6'10" High Type III Yarn Bin	855	Bradlees 80-133 High Point; Farmington Greensboro, NC 27407
1		5'x6'x10" High Type III Yarn Bin	855	Bradlees 80-133 High Point Farmington Greensboro, NC 27407
1		6'x6'10" High Yarn Bin	855	Bradlees 80-133 High Point Farmington Greensboro, NC 27407
1		Margaux MX4000 Energy Management System	871	Bradlees 80-575 Todd Center; 2330 Mercury Road Hampton, VA 23666
1		Margaux MX4000 Energy Management System	872	Bradlees 80-574 6716 Governor Ritchie HWY Glen Burnie, MD 21061
1		Margaux MX4000 Energy Management System	873	Bradlees 80-584 Route 4, 75 Vandeburgh Ave. Troy, NY

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
1		Margaux MX4000 Energy Management System	874	Bradlees 80-572 RT 114; 350 Winthrop Avenue N. Andover, MA 01845
1		Margaux MX4000 Energy Management System	875	Bradlees 80-836 100 Boston Providence Hwy E. Walpole, MA 02032
1		Margaux MX4000 Energy Management System	876	Bradlees 80-886 Westgate Mall Brockton, MA 02401

The Stop & Shop Companies, Inc.  
(Lessee)

BY: \_\_\_\_\_

Its: \_\_\_\_\_

NEMLC Leasing Corporation  
(Lessor)

By: James E. Sheppard

Its: Leasing Corp. Manager

271316

1. No. of additional sheets 1	State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2. Debtor(s) Last name first, address(es) Soc. Sec. No. — Tax I.D. No. Carrier Corporation 6304 Carrier Parkway Syracuse, NY 13221	3. Secured Party(ies) and address(es) McDonnell Douglas Capital Corporation 5455 Corporate Drive Suite 210 Troy, MI 48098	RECORD FEE 11.00 POSTAGE .50 #223920 0777 R01 T14:25 01/12/88 JA
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> 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 for Equipment description and location.

CNTY: Anne Arundel L#563

CARRIER CORPORATION  
by Arnold H. Lema Signature(s) of Debtor(s)  
ARNOLD H. LEMA  
TREASURER  
Secretary of State Copy

MCDONNELL DOUGLAS CAPITAL CORPORATION  
by [Signature] Signature of Secured Party or Assignee of Record  
mmb  
RIEGLER PRESS, FLINT, MICH.

Attachment to UCC-1 between Carrier Corporation and McDonnell Douglas  
Capital Corporation  
(L#563)  
Page 1 of 1

ADDENDUM A

EQUIPMENT LIST

<u>Qty</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>
1	5362	CO2	System Unit	43794
1	9332	220	DASD	28881
1	6157	001	Streaming Tape Drive	34466
4	3197	DD0	Mono. Display	D7446, D74B0 D7437, D7468
2	3197	D10	Mono. Display	C0902, C0911
2	3197	CD0	Color Display	D6791, D6989
2	4224	101	Printer	B0167, B1435

Location: Carrier Corporation  
4997 Fairview Avenue  
Linthicum, MD 21030

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 March 10, 1987 between McDonnell Douglas Capital Corporation as Lessor and Carrier Corporation as Lessee, and which Equipment is listed on Schedule No. 3 dated September 30, 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.

Initial                     

*h* *bu*

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Additional sheets		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2. Debtor(s) Last name first, address(es) Soc. Sec. No. — Tax I.D. No. WESTINGHOUSE ELECTRIC CORPORATION Route 22/30 and McKee Road Oakdale, PA 15071		3. Secured Party(ies) and address(es) MCDONNELL DOUGLAS CAPITAL CORPORATION 5455 Corporate Drive Suite 210 Troy, MI 48098	
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.	

RECORD FEE 77.00  
 POSTAGE .50  
 #223930 0777 R01 T14426  
 01/12/89  
 JB

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 for Equipment description and location.

L#539 CNTY:Anne Arundel

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of Debtor(s)

by: *[Signature]*  
Signature of Secured Party or Assignee of Record

Secretary of State Copy

77.50

*MMB*  
RIEGLE PRESS, FLINT, MICH.

Attachment to UCC-1 between Westinghouse Electric Corporation and McDonnell  
Douglas Capital Corporation  
(L#539)

ADDENDUM A

EQUIPMENT LIST

<u>Qty.</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>
2	3480	1513	Channel Attach Feature for 3480-A22 Tape Control Unit	N/A

Location: Westinghouse Electric Corporation  
Camp Meade Road  
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 28, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21930/21998, Change Notice No. 004 dated July 30, 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.

Initial \_\_\_\_\_

DUPLICATE

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MASTER LEASE AGREEMENT

BOOK 522 PAGE 84

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.

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TERM OF LEASE:

BOOK 522 PAGE 85

- (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 fifteen (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

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BOOK 522 PAGE 86

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 transportation 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 its 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

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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. BOOK 522 PAGE 88

- (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 522 PAGE 90

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.

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DEFAULT AND REMEDIES:

BOOK 522 PAGE 91

- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant 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

DUPLICATE  
ORIGINAL  
BOOK 522 PAGE 33

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 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.

(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 JRC Lessee J

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: J. P. R. [Signature]

Title: VICE PRESIDENT

Date: August 28, 1986

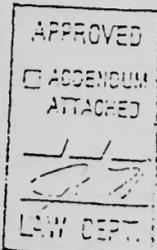
Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: J. A. Pickett [Signature]

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

Date: August 28, 1986



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

BOOK 522 PAGE 95

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: *[Signature]*

Title: VICE PRESIDENT

First National Capital Corporation

By: *[Signature]*

Title: VICE PRESIDENT

*mms*

Westinghouse Electric Corporation

By: *[Signature]*

J. A. Pickett, Manager

Title: Computer Systems Acquisition

ORIGINAL

BOOK 522 PAGE 96

Amendment No. 2 to Master Lease Agreement  
dated August 28, 1986 between McDonnell Douglas Capital Corporation  
as Lessor and Westinghouse Electric Corporation as Lessee

Purchase Order NO. ES-85941-H dated 6/9/87 and all future Purchase  
Orders to the above referenced Master Lease Agreement are hereby  
amended by addition or substitution of the following definitions:

"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.

"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 Rent shall  
mean an amount equal to one-thirtieth of the monthly rental indicated  
on the Purchase Order or Schedule for such Unit of Equipment. On the  
Commencement Date, Lessee shall pay all Daily Rental accrued for all  
Units of Equipment.

The Master Lease Agreement is further amended to provide that Lessee  
shall execute and return to Lessor a Certificate of Acceptance  
indicating the Installation Date.

This amendment is entered into as of June 12, 1987.

Lessor:

McDonnell Douglas Capital Corporation

By: *[Signature]*

Title: VICE PRESIDENT

*[Handwritten initials]*

Lessee:

Westinghouse Electric Corporation

By: *[Signature]*

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



**Westinghouse Electric Corporation**

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

**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.

**PURCHASE ORDER** 86JJHV21930/21998      P.O. DATE 03/31/87      CHANGE NOTICE NO. 004

AGREEMENT DATE 07/30/87

978-A-08420

SHIP TO:

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

LEASE: CONTROL & MAG TAPE UNITS

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

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

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

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

- 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.

ATTACHED ACKNOWLEDGMENT  
MUST BE SIGNED  
AND RETURNED PROMPTLY

F 48032E

REORDER FROM: WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

Schedule A  
for  
Purchase Order No. 86JJHV21998, Change Notice No. 004  
978-A-08420

- 1.0 Scope: Refer to the above referenced order and modify it in accordance with the terms and conditions below:
- 2.0 Equipment to be Ordered: This change notice is issued to add two (2) 3480 feature numbers 1513, 3rd Additional Channel Attachments, as detailed on the attached Schedule B. These will be installed on 3480 Serial Numbers 19439 and 19497.
- 3.0 Net Monthly Increase to this Order: \$213.12
- 4.0 Date Equipment Requested: 08/07/87
- 5.0 Term: Approximately 58 months, to be coterminous with the 3480 Control Units, 05/31/92
- 6.0 The preprinted terms and conditions appearing on the front and 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 described 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 Schedule B 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 *JCC*

ORIGINAL

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FAIR MARKET VALUE RENEWAL OPTION

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21930/21998, Change Notice No. 004, dated July 30, 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  
Computer Systems Acquisition

Title: \_\_\_\_\_

Date: December 2, 1987

MCDONNELL DOUGLAS CAPITAL CORPORATION  
(Lessor)

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

Title: Vice President

Date: August 5 1987

MMS

CERTIFICATE OF ACCEPTANCE

ORIGINAL

For Purchase Order No. 86JJHV21930/21998, Change Notice No. 004,  
 dated July 30, 1987  
 to Master Lease Agreement dated August 28, 1986 BOOK 522 PAGE 100  
 between McDonnell Douglas Capital Corporation as  
 Lessor and Westinghouse Electric Corporation as Lessee

Page 1 of 1

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. 86JJHV21930/21998, Change Notice No. 004, dated July 30, 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

<u>Qty.</u>	<u>Type</u>	<u>Feature</u>	<u>Description</u>	<u>Serial Number</u>
2	3480	1513	Channel Attach Feature for 3480-A22 Tape Control Unit	N/A

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

PLACE ACCEPTED: (same)

DATE ACCEPTED: November 8, 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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 101  
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. Exempt-Purchase Money Security Interest

If this statement is to be recorded in land records check here.  318

This financing statement Dated 12/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ATLANTIC FINANCIAL MORTGAGE CORPORATION

Address 479 Jumpers Hole Road, #401-402, Severna Park, MD 21146

2. SECURED PARTY

Name ATLANTIC FINANCIAL

Address 50 Monument Road, Bala Cynwyd, PA 19004

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

See Exhibit "A" attached hereto.  
See also Exhibit "B" attached hereto.

Name and address of Assessor	RECORD FEE	85.00
	POSTAGE	.50
	#224040 0777 R01 T14F34	

01/12/88  
JF

Filed: Clerk of the Circuit Court of Anne Arundel County

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ATLANTIC FINANCIAL MORTGAGE CORPORATION

By: Richard J. Bullen  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ATLANTIC FINANCIAL

By: Richard A. Kretschmer Jr.  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

85.50

## EXHIBIT A

to Financing Statement dated December 30, 1987 between Atlantic Financial Mortgage Corporation, as Debtor, and Atlantic Financial, as Secured Party.

1. All real estate now or hereafter owned by Debtor and Debtor's rights to payment under any policy of insurance, agreement of sale, or other agreement, account, instrument, chattel paper, documents, and general intangibles relating to such real estate and (b) all proceeds and products of the foregoing, including insurance thereon, subject only to any prior rights of Texas Commerce Bank ("TCB") with respect to that certain \$500,000 Line of Credit extended by TCB to Debtor on or about December 30, 1987, provided, that the security interest granted in the collateral referenced above shall terminate when (and only when) the aggregate outstanding principal balance of the \$4,200,000 Term Loan made by Secured Party to Debtor's parent corporation, Accent Financial Corporation ("Accent"), on or about December 30, 1987 and the \$7,000,000 Term Loan extended by TCB to Accent on or about December 30, 1987 is reduced to \$7,700,000; and provided further, that so long as no Event of Default (as defined in that certain Loan, Security, and Suretyship Agreement dated December 30, 1987 between Debtor, Secured Party and Accent), or event which with the notice or lapse of time or both would, if unremedied, constitute an Event of Default thereunder, shall have occurred and be continuing, Bank shall not be entitled to collect money from the Collateral described above; and provided further, that "real estate now or hereafter owned by Debtor," for purposes hereof, shall not include real estate held in the name of Debtor pursuant to an agreement to convey such real estate to the Federal Housing Administration, the Veterans Administration, the Government National Mortgage Association, or the Federal National Mortgage Association.

2. All of Debtor's right, title, and interest in, to, and under those mortgage loans listed on Exhibit "B" attached hereto and in all of Debtor's accounts, instruments, chattel paper, documents, and general intangibles thereunder and all proceeds and products of the foregoing, including insurance thereon.





ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0007674	ELIASON	50,533.57	88/01
	0007690	BRENNER	20,039.50	88/01
	0007880	SIMPSON	64,726.57	88/01
	0007930	LUBASKY	86,424.26	88/02
	0007963	DISMUKES	58,051.49	88/01
	0008037	KOEHLER	106,756.16	88/01
	0008110	SCOTT	77,567.32	88/01
	0008177	CHAMBERS	61,626.30	88/01
	0008227	RIEMAN	73,558.55	88/01
	0008243	TOPOL	80,257.10	88/01
	0008292	VICKERY	84,979.67	88/01
	0008334	CARDENAS	57,486.09	88/01
	0008425	STARKEY	96,633.66	88/01
	0008482	LEE	76,358.99	88/01
	0008501	PELLIDA	94,174.05	88/01
	0008722	PLANTE	100,819.35	88/01
	0008821	GUIDRY	83,532.39	88/01
	0008904	KOLODZIE	91,263.87	88/02
	0008938	CATERISA	64,779.79	88/01
	0009050	BENSON	53,873.22	88/01
	0009134	CHESTER	64,866.77	88/01
	0009241	PHILLIPS	178,719.95	88/01
	0009340	DAVIS	70,596.70	88/01
	0009381	MOORE	96,533.42	88/01
	0009415	KATZ	246,414.32	88/01
	0009548	KULHANEK	46,899.61	88/01
	0009613	BROWN	42,806.71	88/01
	0009738	JAYNES	127,984.11	88/01
	0009753	HARDY	184,782.57	88/01
	0009779	DAVIS	43,522.35	87/11
	0009845	ZIMMERMA	59,834.92	88/01
	0009878	TEDESCO	62,513.90	87/12
	0009951	GROSSMAN	56,993.63	88/02
	0009977	STAGER	116,690.23	88/01
	0010165	LOGAN	83,778.44	88/01
	0010208	CAFFE	103,443.47	88/01
	0010470	GRAY	70,055.47	88/01
	0010595	ENGLAND	100,972.59	88/01
	0010645	ANDERSON	214,603.20	88/01
	0010702	SAUNDERS	82,267.61	87/12
	0010785	TRACY	122,813.21	88/01
	0010834	LEE	67,867.93	88/01
	0011189	DAWSON	66,582.23	88/01
	0011536	MITCHELL	113,645.05	88/01
	0011569	LANGLAND	51,418.21	88/01
	0011734	DOLL	97,624.28	87/12
	0011825	SPEERS	75,678.65	88/01
	0011924	BOBBS	83,162.85	88/01
	0012203	MOTLEY	104,912.49	88/01
	0012237	KORSGREN	84,652.01	88/01
	0012328	WAYNE	49,894.35	88/01

Exhibit "B" to Financing Statement

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

12/31/87

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0012351	MERRITT	52,423.41	88/01
	0012401	DUNCAN	84,742.59	88/01
	0012557	COHAN	35,559.77	88/01
	0012583	RODMAN	36,056.00	88/01
	0012641	KEATON	78,110.78	88/01
	0012823	WILKS	112,991.90	88/01
	0012930	PCOL	106,937.12	88/01
	0013060	STEPHENS	183,056.15	88/01
	0013076	BANKS	93,519.44	88/01
	0013110	FINGERS	65,032.77	87/11
	0013193	SALINAS	90,246.02	88/01
	0013243	RHODES	76,117.43	88/02
	0013292	WEBB	78,648.59	88/01
	0013417	KARL	115,390.60	88/01
	0013557	GARNEY	62,618.55	88/01
	0013714	YIM	76,615.98	88/02
	0013748	ADAMS	110,214.09	88/02
	0014035	CRAWFORD	76,892.93	88/01
	0014159	MARANTO	69,421.25	88/01
	0014266	LANDER	97,042.06	88/01
	0014365	WARD	94,533.88	88/01
	0014415	MISCHLER	85,249.94	88/01
	0014522	MARSH	74,441.29	88/01
	0014621	THOMPSON	114,043.57	88/01
	0014647	JONES	79,583.49	88/01
	0014670	CHLUPEK	88,094.71	88/01
	0014845	COPE	84,221.53	88/01
	0014928	TREVINO	60,459.87	87/12
	0015016	KOCER	58,521.61	88/01
	0015040	MCMASTER	52,850.06	88/01
	0015073	ROSS	59,017.01	88/01
	0015115	RILEY	69,477.12	89/01
	0015131	MEYER	96,117.34	89/02
	0015206	TWINING	107,756.63	88/01
	0015248	SHOEMAKE	53,697.44	88/01
	0015362	SHIELDS	104,670.23	88/01
	0015404	PODRIOUE	86,105.09	87/12
	0015479	ROLLER	56,024.51	88/01
	0015503	HASTINGS	94,815.58	88/01
	0015537	LOPEZ	74,416.78	88/01
	0015578	RUTELONI	142,569.01	88/01
	0015610	ALVAREZ	94,299.98	88/01
	0015644	SANDOVAL	70,520.97	88/01
	0015685	FENNEL	97,158.54	88/01
	0015743	CABRERA	68,941.35	88/01
	0015818	VILLARRE	67,768.00	88/01
	0015859	SPEER	86,133.72	88/01
	0015891	MORRISON	60,746.92	88/02
	0015990	LILLIS	74,568.20	88/01
	0016089	JERDON	86,199.13	88/01
	0016113	JOHNSON	76,908.79	88/01

Exhibit "B" to Financing Statement

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0016188	WOMACK	85,245.26	88/01
	0016337	FOGARTY	115,258.78	87/12
	0016360	MARTIN	68,622.25	88/01
	0016386	SCHAFFER	86,943.06	88/01
	0016444	LAMS	60,234.13	88/01
	0016455	GUTIERRE	68,119.17	88/01
	0016501	RAHN	72,932.51	88/01
	0016568	GOODWELL	67,404.91	88/01
	0016667	ZANDI	63,620.77	88/01
	0016691	BEAUMONT	52,642.42	88/01
	0016766	EVANS	292,015.62	88/01
	0016808	AMEEN	75,596.35	88/02
	0016899	MARCOS	71,946.43	88/01
	0016964	MCCREASH	76,157.40	88/01
	0017004	FERGUSON	64,323.07	88/01
	0017061	PEEBLES	97,702.22	88/02
	0017111	RADICXE	96,253.45	88/01
	0017145	WALL	80,254.58	88/01
	0017160	YANK	83,043.33	88/01
	0017186	ALEXANDE	79,112.82	88/01
	0017268	TANKSLEY	64,528.50	88/01
	0017335	GARCIA	76,580.20	88/01
	0017350	GARRETT	57,465.95	88/01
	0017442	ALBERT	70,682.17	88/01
	0017467	BROWNING	81,923.33	88/01
	0017533	KHODABAN	64,488.96	88/01
	0017582	HARRISON	167,336.27	88/01
	0017608	BROWN	116,510.03	88/01
	0017632	SMITH	66,849.96	88/01
	0017665	KAAIZ	58,462.12	88/01
	0017780	JAMES	54,777.15	88/01
	0017830	LEGROW	73,004.45	88/01
	0017871	CLARK	64,152.12	88/01
	0017913	SIMONS	64,305.51	88/01
	0017939	RYBURN	72,374.60	88/01
	0017962	YALLES	84,104.40	88/01
	0018002	WILLIAMS	72,108.00	88/02
	0018069	GUM	80,781.70	88/01
	0018143	AMAYA	61,111.26	88/01
	0018267	WINDHAM	92,086.55	88/01
	0018382	ELLIS	83,956.77	88/01
	0018432	WILLIAMS	67,829.04	88/01
	0018457	PLEMONS	80,714.35	88/01
	0018481	MCPARTLA	111,583.55	88/01
	0018507	SCHMELER	85,831.05	88/01
	0018531	MARSHALL	62,919.51	88/01
	0018630	CHRISTEN	109,366.66	88/01
	0018838	DUST	81,400.58	88/01
	0018887	EADIE	80,049.12	88/01
	0019000	SCHULZE	78,070.20	88/01
	0019059	DEAL	62,324.54	88/01

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

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TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0019053	EYERS	68,624.48	88/01
	0019141	VEATCH	68,226.89	87/11
	0019174	BRESSEY	66,258.29	87/12
	0019224	GARDNER	67,265.21	88/01
	0019257	ABBOTT	68,815.33	88/01
	0019289	MULL	55,832.74	88/02
	0019356	MESBIT	60,822.92	87/12
	0019380	STUCKEY	64,139.86	88/01
	0019414	VIVION	148,377.73	88/02
	0019562	SEGOVIA	63,614.68	88/01
	0019653	WILSON	51,274.51	88/01
	0019695	KISY	59,458.50	88/01
	0019737	PYTHIAN	66,903.22	88/01
	0019802	SAHYER	94,359.17	88/01
	0019893	HOWARD	77,585.04	88/01
	0019927	GUNN	148,860.44	88/01
	0019992	FOSTER	146,739.24	88/01
	0020149	CELESTII	85,502.92	87/11
	0020164	PARKS	84,850.58	83/01
	0020198	GRAY	88,249.21	88/01
	0020210	MAHER	48,595.48	88/01
	0020263	BARKIN	81,347.14	88/01
	0020313	HEIL	61,831.63	88/01
	0020388	YOUNGBLO	156,047.78	88/02
	0020412	WALTERS	55,340.09	88/01
	0020446	MUDSPETH	64,152.12	88/01
	0020478	GARWELL	104,808.71	88/01
	0020511	ESSLINGR	70,686.26	88/01
	0020545	QUINTERO	36,899.08	88/01
	0020578	ERWIN	54,006.54	88/01
	0020622	SIMON	87,540.25	88/01
	0020651	PARTEN	67,935.57	83/01
	0020685	SCHWIDI	59,271.53	88/01
	0020750	COURTRIG	79,088.01	87/11
	0020800	REH	78,943.89	88/01
	0020842	REASLEY	61,872.50	88/01
	0020917	KLING	62,601.91	88/01
	0020941	HERRANDE	51,125.15	83/01
	0020990	CGMAN	64,581.58	88/01
	0021030	REEVE	93,512.93	88/01
	0021089	HAMIC	61,322.48	88/01
	0021154	PLALOCK	91,574.53	88/01
	0021170	ARMSTRON	65,012.32	88/01
	0021261	LYONS	56,549.28	88/01
	0021295	LAYTON	108,428.27	88/01
	0021352	ARIES	70,181.05	88/01
	0021386	COOLEY	66,097.05	88/01
	0021410	BEARD	60,701.21	88/01
	0021436	WENTWORT	70,487.12	88/01
	0021527	PERRYMAN	79,332.22	88/01
	0021548	SIMPSON	63,733.75	88/01

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

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TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0027540	GENTRY	96,327.76	88/01
	0027615	THOMPSON	50,535.62	88/01
	0027664	THOMPSON	46,254.16	88/01
	0027961	STOOKSBE	68,455.88	88/01
	0027995	KINSEY	74,391.55	88/01
	0028118	COOKE	95,271.81	88/01
	0028183	FERGUSON	60,309.76	88/01
	0028266	WITTEKIE	74,583.22	83/01
	0028308	BLANCHARD	169,926.29	88/01
	0028324	DESAUTEL	115,464.21	88/01
	0028472	WILLE	60,465.16	88/01
	0028530	HURKS	44,357.86	88/02
	0028613	STEINBAR	31,538.91	87/12
	0028670	BIFLE	64,065.23	88/01
	0028686	BLACKBUR	92,331.00	88/01
	0028811	STINSON	55,566.66	88/01
	0028852	BROCKMAN	58,322.00	88/01
	0029033	JAYNES	59,035.11	88/01
	0029082	RHODES	78,161.84	88/01
	0029173	MARTINEZ	46,048.35	88/01
	0029223	ROGERS	44,404.64	87/12
	0029355	WHEELER	130,441.90	88/01
	0029405	LONG	57,242.11	86/01
	0029467	HERRINGT	75,331.78	88/01
	0029462	HU	66,152.50	88/01
	0029488	STOKES	76,945.65	88/01
	0029520	COOPER	60,388.82	88/01
	0029579	PARÉ	130,167.81	88/01
	0029611	HEBERT	71,524.78	88/01
	0029678	BAKER	80,204.11	88/01
	0029793	NELSON	115,085.45	88/01
	0029819	KYZAR	133,482.56	88/01
	0029947	ZELLA	87,935.90	88/01
	0030007	VERA	41,649.50	88/01
	0030064	WINDER	115,655.97	87/12
	0030148	BARNES	113,551.25	87/12
	0030189	KELLY	73,140.72	88/01
	0030288	DIXON JR	54,021.61	88/01
	0030460	SUCHAN	66,855.24	88/01
	0030494	SHAW	51,895.52	88/01
	0030593	RIPLEY	66,686.38	88/01
	0030676	HOLUSION	99,522.70	88/01
	0030726	SINFUEGO	69,576.03	88/01
	0030783	WEAVER	110,871.61	88/01
	0030808	ROBERTS	60,225.18	88/01
	0030999	HERZBERG	86,350.91	88/01
	0031070	MUDSON	124,335.88	88/01
	0031120	ZEIER	53,214.88	88/01
	0031203	BRISKER	47,761.20	88/01
	0031252	RASMUSSE	66,465.14	88/01
	0031310	MAIAS	66,916.36	88/01

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
 LIST OF COLLATERAL  
 AS OF DECEMBER 30, 1987

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TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYN
	0031593	FOSTER	83,280.23	88/01
	0031601	ANDERSON	306,547.87	88/01
	0031650	HILLY	80,529.07	87/11
	0031542	ARNOLD	198,010.92	88/01
	0031617	ASHLEY	59,761.07	88/01
	0031653	CHAMBERS	139,079.69	88/01
	0031823	GIBSON	89,355.00	88/01
	0031906	ALVEAR	54,518.52	83/01
	0031963	DALLEY	52,426.85	52/01
	0032029	POMELL	64,924.61	88/01
	0032045	HELDENBR	80,927.92	88/01
	0032110	JENSEN	53,699.86	88/01
	0032185	SLAVENS	68,566.78	87/11
	0032292	HYDE	81,755.07	88/01
	0032342	CLARK	69,496.10	88/02
	0032433	EDWARDS	166,764.73	88/01
	0032482	SHEA	135,463.23	88/01
	0032615	MC GANEY	96,149.13	88/01
	0032649	INGLES	85,098.92	88/01
	0032722	SMITH	63,503.61	88/01
	0032803	WOLDER	78,944.67	88/01
	0032854	MCGREGO	94,983.38	87/12
	0032870	MEIER	81,692.81	88/02
	0032925	JACKSON	99,300.54	88/01
	0033159	THORNTON	110,887.50	88/01
	0033183	NICKERSO	106,288.98	88/01
	0033225	NEEF	57,531.54	88/02
	0033266	LOERA	74,137.69	88/01
	0033373	ARNETT	155,558.37	88/01
	0033423	VALENTIN	92,013.68	88/01
	0033456	MATESAN	85,885.73	88/03
	0033506	LEVIN	109,050.44	88/01
	0033571	MARLINEZ	102,212.53	88/01
	0033613	CONTE	74,673.22	88/01
	0033647	STEFFGEN	48,861.89	88/01
	0033753	KNOWLES	66,851.45	88/01
	0033803	FURNER	59,143.88	88/01
	0033829	DEMBY	65,526.92	88/01
	0033902	SAHR	85,737.18	88/01
	0033993	BRAINARD	93,217.63	88/01
	0034058	KNEUPPER	98,187.80	87/12
	0034114	SOLDONON	89,241.30	88/01
	0034165	HOLECEK	54,641.99	88/01
	0034231	EDOME	140,433.34	88/01
	0034254	CANTRELL	68,055.78	88/01
	0034405	STEPHENS	91,809.97	88/01
	0034504	HAAG	56,502.79	88/02
	0034579	SMITH	75,557.20	88/01
	0034611	MEYERT	128,625.68	88/01
	0034666	ROSAS	66,525.25	88/01
	0034723	LOVELESS	62,370.49	88/01

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYN
	0034819	MCADAMS	56,886.73	88/01
	0034934	MOORE	102,525.90	88/01
	0035005	FRATZER	75,373.56	88/01
	0035113	WEST	282,470.10	88/02
	0035147	REEBEL	88,227.07	88/01
	0035170	BAKER	72,170.78	88/01
	0035270	DUTTON	62,648.59	89/01
	0035279	WELKER	46,937.55	87/11
	0035378	MARKS	154,753.64	88/01
	0035428	WOOLDRID	73,529.30	88/01
	0035477	WARD	60,022.92	88/01
	0035535	RIXINS	87,500.19	87/11
	0035584	MARSHALL	67,802.32	88/01
	0035626	COWART	134,806.25	87/12
	0035683	CASILLO	75,365.58	87/12
	0035758	JEFFREY	71,808.20	88/01
	0035832	NEWBERRY	80,494.03	88/01
	0035931	KOLALEX	83,247.55	88/01
	0035984	STRUDLER	133,052.07	88/02
	0036061	PRESTON	56,129.91	88/01
	0036087	URSELL	102,832.20	88/01
	0036137	EGAN	75,253.97	88/01
	0036194	PURNELL	83,336.10	88/01
	0036251	SARAO	184,425.39	89/01
	0036277	RUSSELL	97,144.23	88/01
	0036327	BAILLEY	115,832.92	88/01
	0036426	BASCHNAG	75,899.51	88/01
	0036509	GRAMBY	106,223.96	88/01
	0036566	LAUPIES	165,011.88	88/01
	0036673	LASSEN	69,308.91	88/01
	0036699	MALDUSEK	92,128.23	88/01
	0036772	EGAN	124,173.33	88/01
	0036806	PARKER	94,236.66	88/01
	0036889	WILLIAMS	58,413.13	88/01
	0037002	WHITE	94,851.07	88/02
	0037077	DOMMEL	71,095.66	89/01
	0037101	RUHLAND	89,442.97	88/02
	0037242	FOLDETTA	102,176.37	88/01
	0037353	GARNER	62,232.65	89/01
	0037374	MOORE JR	89,369.69	88/01
	0037382	BROOKS	198,490.56	88/01
	0037481	MATHIEU	115,476.04	88/01
	0037572	BELLAM	90,925.08	88/01
	0037705	LEE	73,915.78	88/01
	0037770	LILES	217,778.91	88/02
	0037804	MONTEWAY	112,949.40	88/01
	0037846	MATHEWS	59,387.57	88/01
	0037911	BRAGG	81,726.71	88/01
	0037978	SPIVEY	67,222.72	88/01
	0038034	KNUTSON	69,236.55	88/01
	0038067	WILLIAMS	108,218.17	88/02

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

12/31/87

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0038083	PICKREL	95,249.97	88/01
	0038141	SMITH	74,356.34	88/01
	0038174	WESLEY	79,231.79	88/01
	0038216	JEFFERY	106,624.26	87/11
	0038281	HARTWELL	67,448.71	88/01
	0038356	GLASS	74,527.33	88/02
	0038448	WEEKS	66,008.61	88/01
	0038505	MONTGOME	179,385.88	88/01
	0038582	FULLI	69,181.05	88/01
	0038745	SHORT	177,931.07	88/01
	0038844	KING	105,129.90	88/01
	0039008	DUBBIN	87,513.53	87/12
	0039156	LONG	147,050.77	88/01
	0039205	HARTMAN	184,387.28	88/01
	0039220	SMITH	53,501.32	88/01
	0039420	POLLACK	153,145.87	88/01
	0039644	BOSTON	51,137.54	88/01
	0039768	SIGARD	53,951.48	88/01
	0039933	CAHS	92,296.23	87/12
	0040097	CURRY	44,424.00	88/01
	0040147	JHNSON	229,076.01	87/12
	0040238	CHUBB	130,190.52	88/01
	0040345	SIMMONS	82,214.09	88/01
	0040410	RODRIGUE	55,884.71	88/01
	0040451	COOK	133,031.50	88/01
	0040741	PEKAR	88,084.63	88/01
	0040932	JACMAN	120,219.92	88/01
	0040899	TANNER	110,107.76	88/01
	0040923	BULEREZ	69,942.80	88/01
	0041046	BOLLMAN	54,823.12	88/01
	0041087	STONE	56,152.79	88/01
	0041186	KEEPERS	40,921.47	88/01
	0041707	FINK	75,557.01	88/01
	0041749	SUMR	73,442.07	88/01
	0041855	HARDWICK	86,150.62	88/01
	0041913	SCOTT	74,949.63	88/01
	0041996	SCOTT	174,798.20	88/01
	0042051	FARNAM	111,619.87	88/01
	0042065	MAROGOLI	60,263.01	88/01
	0042168	SHEPHERD	74,315.66	88/01
	0042192	WAHLSTRO	66,891.83	88/01
	0042242	DAVIS	51,351.89	88/01
	0042275	CASTALDY	77,240.05	88/02
	0042325	NEWMAN	105,082.21	88/01
	0042531	GALLAGHE	96,712.61	88/01
	0042572	SAMS	105,066.32	88/01
	0042606	YOUNG	59,913.85	88/01
	0042630	REESE	195,551.83	88/01
	0042655	TSENG	169,751.71	88/01
	0042705	HUDGINS	69,851.64	88/01
	0042737	HUMES	46,840.39	88/01

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ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
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AS OF DECEMBER 30, 1987

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYA
	0042762	FINDLAY	106,201.66	88/01
	0042838	LAGRONE	73,423.83	88/01
	0042853	HECKSEL	81,643.22	88/01
	0042879	GIBBS	43,827.23	88/02
	0042895	BRINKMAN	198,818.90	88/01
	0042911	MALION	213,028.62	88/01
	0042945	THOMAS	50,221.98	88/01
	0042994	STRONG	58,760.45	88/01
	0043042	PIIIS	121,326.51	88/01
	0043067	WULFF	100,653.74	88/01
	0043091	MENDENHA	94,949.81	88/01
	0043174	LATOSZEW	109,585.19	88/01
	0043240	KCERNER	80,209.79	88/02
	0043315	WILLETTE	104,739.62	88/01
	0043430	JUNGEMAN	23,204.39	88/01
	0043497	BALSON	74,394.62	88/01
	0043554	STEPHENS	71,115.18	88/01
	0043588	STUBBS	58,934.84	88/01
	0043620	TUFF	90,253.57	88/01
	0043711	SAMUEL	124,156.27	87/12
	0043745	OAKLEY	60,790.65	88/01
	0043786	BRYANT	142,923.52	88/01
	0043802	PETERSEN	90,643.79	88/01
	0043935	EDWARDS	186,197.55	88/02
	0043943	SMITH	110,123.46	88/01
	0043976	FREEMAN	222,474.30	88/01
	0043992	MORRIS	103,331.56	88/02
	0044057	BROWN	113,451.49	88/01
	0044149	GROSS	149,767.94	88/01
	0044172	GOLDAPP	232,380.20	88/02
	0044222	CORBIN	134,973.85	88/02
	0044354	FCLEY	62,696.90	88/01
	0044479	PELLETTI	111,542.09	88/01
	0044602	GRAZIOLO	139,342.93	88/01
	0044768	MORRIS	120,891.09	88/01
	0044818	HEADLEY	138,989.14	88/01
	0044883	UNDERWOOD	82,025.66	88/01
	0044917	KEETON	84,596.74	88/01
	0044974	BRIGHTON	78,333.28	88/01
	0045013	BRAY	102,935.52	88/01
	0045047	MIGURA	70,693.23	88/01
	0045062	FOSTER	132,123.54	88/01
	0045138	MEYR	67,804.65	88/01
	0045161	WHITLEY	80,681.50	88/01
	0045278	DEWAL	54,806.78	88/01
	0045310	HOFFPAUI	42,287.37	88/01
	0045344	VANDERND	107,676.16	88/01
	0045419	CHRISTEN	113,366.42	88/01
	0045484	HOFFMAN	42,719.83	88/01
	0045518	CHAMPAGN	79,520.82	88/01
	0045559	WALDRIP	78,225.79	87/11

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Exhibit "B" to Financing Statement

0110

12-31-87 10:44 AM 11091000

12/31/87

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

PAGE 14

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYS
	0045533	PETERSON	109,439.02	95/01
	0045633	MOORE	84,645.66	88/01
	0045663	CACIDER	103,570.34	88/01
	0045740	COLES	134,645.29	88/01
	0045856	DOMINO	45,835.51	63/01
	0045914	ALEXAMDE	80,100.98	88/01
	0045930	SYKES JR	116,264.43	88/01
	0045955	EMMONS	61,277.60	88/01
	0045969	FRIZEMK	92,843.55	88/01
	0046011	CLIMER	57,275.87	88/02
	0046052	JAMES	141,291.39	88/01
	0046078	LOSH	83,144.30	88/02
	0046193	WINTERS	72,945.07	88/01
	0046235	MANN	123,787.51	88/01
	0046264	AGGIERN	60,520.46	88/01
	0046342	JENKINS	69,868.35	89/01
	0046391	SUCH	40,577.21	88/01
	0046508	REBOISSO	63,255.49	88/01
	0046581	STENZ	62,625.36	83/01
	0046649	TAYAKA	130,130.13	88/02
	0046706	FLETJEN	126,870.14	88/01
	0046789	BEDELL	88,392.45	88/01
	0046847	WARNER	65,043.49	83/02
	0046862	BAKER	62,770.74	88/01
	0046920	GROSS	170,930.74	88/01
	0046946	ODEN	45,110.74	88/01
	0046976	JAIN	70,167.16	88/01
	0047092	STILLS	74,540.35	88/01
	0047217	TANNER	69,840.69	88/01
	0047258	MUDER	137,311.99	88/01
	0047308	HORMAN	102,357.60	89/01
	0047365	RYAN	102,809.48	89/01
	0047449	HENSCHER	70,185.17	88/01
	0047514	OSENTOSK	66,509.50	88/02
	0047563	HOLLAND	39,217.72	88/01
	0047654	SWANSON	76,332.99	88/01
	0047696	STOCKSTI	116,234.19	88/01
	0047746	MUGAB	102,022.67	89/01
	0047779	DARLING	76,019.97	87/12
	0047795	EDWARDS	96,455.29	88/01
	0047845	JACKSON	82,267.72	88/01
	0047894	JEFFCOAT	83,725.93	88/01
	0047951	FROCK	150,857.75	88/01
	0047993	KUSCHEL	60,746.24	88/02
	0048032	PLIPP	69,023.53	88/01
	0048124	BENNETT	71,820.83	88/01
	0048215	HENRY	58,921.56	88/01
	0048272	PARKER	60,468.56	88/01
	0048389	BATANGAN	146,803.89	89/01
	0048504	WILLIAMS	119,165.27	88/01
	0048561	JOSEPH	105,503.04	88/01

BOOK 522 PAGE 110

Exhibit "B" to Financing Statement

INFORMATION OF THE BOARD OF DIRECTORS

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0048728	NEVSON	64,605.76	88/01
	0048769	DRESCCLL	97,910.86	88/01
	0048793	FRENCH	52,603.20	88/01
	0048868	PHIPPS	58,728.87	88/01
	0048900	FURNISS	80,409.58	88/01
	0048959	KATRANA	110,244.72	87/12
	0048975	CAPLAN	77,997.40	88/01
	0049031	PISTRETT	63,000.21	88/01
	0049098	HENSHAW	74,827.23	88/01
	0049197	IRVING	105,939.55	88/01
	0049221	CHAN	105,677.46	88/01
	0049288	BARRETT	90,051.02	88/01
	0049338	HARRIS	52,058.23	88/02
	0049387	HOPPE JR	112,368.00	88/01
	0049437	ARN	80,759.14	88/01
	0049684	MCKINNEY	82,748.46	88/01
	0049759	WILLIAMS	211,269.25	88/02
	0049817	POWELL	73,434.58	88/01
	0049858	HORN	190,579.14	88/01
	0049932	JOHNSON	79,857.05	88/01
	0049973	SIKES	18,104.58	88/01
	0050054	FRANKS	80,201.24	88/01
	0050104	ZIMMERMA	123,689.47	88/01
	0050120	GRUEN	209,673.59	88/01
	0050211	LAZAR	75,319.95	88/01
	0050328	PERRY	53,002.72	88/01
	0050344	MCLENNAN	182,089.44	88/03
	0050500	COOPER	66,433.29	88/01
	0050575	DOTY	62,347.01	87/12
	0050682	HONEYCUT	52,046.07	88/01
	0050807	WEBER	48,124.35	88/02
	0050955	SCHRODER	196,184.55	88/01
	0050963	SMITH	54,394.96	88/01
	0051045	SCOTT	60,468.72	88/01
	0051094	MUCHER	71,703.99	88/02
	0051136	CARLAI	119,387.16	88/01
	0051300	STILT	83,623.59	88/01
	0051474	CONNOR	95,850.42	88/01
	0051482	FELTS	81,339.49	88/01
	0051623	COUNCIL	94,827.57	88/01
	0051672	VAUGHN	68,221.50	87/11
	0051722	BOYKIN	118,824.01	88/02
	0051813	BLOCK	155,624.78	88/01
	0051839	CARDENAS	99,296.00	88/01
	0051946	HARTMAN	74,463.03	88/02
	0052050	ANDRIES	76,515.29	87/11
	0052142	HEATH	40,944.24	88/01
	0052266	BRANDON	48,581.60	88/01
	0052399	KOFFEL	71,389.62	88/01
	0052498	HENDERSO	56,553.57	88/01
	0052514	RICHARDS	44,277.65	88/02

BOOK 522 PAGE 11

Exhibit "B" to Financing Statement

INFORMATION FOR THE BOARD OF DIRECTORS





12/31/87

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

PAGE 13

TALLY	LN NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	017209	GIST	48,724.12	88/01
	0175976	GLADD	65,564.08	87/12
	0176123	JUNSIALL	55,684.71	88/01
	0176786	FINK	61,617.68	88/01
	0177204	PAPE	64,634.00	88/01
	0178311	THOMPSON	22,664.55	88/01
	0178715	ULDHAM	49,745.07	88/01
	0179119	SEWELL	110,659.98	88/01
	0179222	KELLY	40,490.98	88/01
	0181966	WISSING	45,612.52	88/01
	0182246	ALGER	163,394.56	88/01
	0182972	CONSTANT	52,854.01	88/01
	0184143	STINE	51,228.15	88/01
	0185652	HADDEN	60,965.47	88/01
	0185723	MCPLIN	219,224.29	88/01
	0187773	GRAGI	102,474.93	88/01
	0190447	FINKLEY	186,614.36	88/01
	0191143	ALMEYDA	107,328.24	88/02
	0192021	PAYNE	72,168.69	88/02
	0194183	CHAPMAN	76,683.45	88/01
	0194391	ABETE	46,325.42	88/02
	0195008	DEBRAINE	85,552.41	88/01
	0195743	CORBIN	163,215.36	88/01
	0197079	MADDEM	53,283.52	88/01
	0198531	SKEPPARD	56,271.34	88/01
	0200006	HAY	201,375.52	88/02
	0200246	SPEER	192,301.52	88/01
	0200873	VALDEZ	85,696.72	88/01
	0201467	CALDWELL	39,838.11	88/01
	0201723	STEINBER	199,147.73	88/02
	0202143	HARLAND	59,688.73	88/01
	0202754	LOCKE	109,417.70	88/01
	0204289	MILLER	199,294.30	88/01
	0205203	POLIZZIAN	36,980.86	88/02
	0205526	PAGE	44,841.29	88/01
	0206243	HORN	72,767.69	87/12
	0206482	CHAN	82,686.05	87/12
	0207068	DELANEY	104,513.19	88/01
	0207225	LOKE	54,804.08	88/02
	0208629	MATTHEWS	66,048.73	88/01
	0212027	WALGREN	278,024.18	88/01
	0212035	LEVY	362,813.42	88/02
	0212571	TOMASIC	161,291.28	88/01
	0212902	FALSONE	99,630.04	88/01
	0213251	KOSIOREK	60,543.24	88/01
	0216382	BROGAN	93,564.16	88/01
	0217091	PATEL	25,143.31	88/01
	0217448	THOMPSON	81,520.25	88/02
	0217539	LATHAM	56,395.18	88/01
	0217612	BANDELE	68,392.20	88/01
	0217644	SCOTT	47,632.16	88/01

BOOK 522 PAGE 120

Exhibit "B" to Financing Statement

INFORMATIONAL REPORT TO FINANCIAL STATEMENT

ATLANTIC FINANCIAL FEDERAL SAVINGS AND LOAN  
LIST OF COLLATERAL  
AS OF DECEMBER 30, 1987

TALLY	LM NUM	SHORT NAME	PRIN BAL	NEXT DUEYM
	0217745	HARKINS	44,837.57	88/01
	0217810	MALMSTRO	70,686.55	88/01
	0217849	HARIMAN	31,046.40	88/01
	0218180	BANKUS	55,075.85	88/01
	0218552	TUREK	79,135.13	88/02
	0219410	MENDOZA	188,316.01	88/01
	0220038	LUND	299,023.71	88/01
	0220053	RENNA	208,220.18	88/01
	0220095	EICHORN	52,947.64	88/01
	0220509	BRITTON	129,100.79	88/01
	0220715	PLACE	141,276.60	88/01
	0220913	EDMONDSON	154,665.67	88/01
	0221002	AZCONA	152,390.22	88/01
	0221184	GREENON	171,756.49	88/02
	0221630	PAIH	77,848.93	88/01
	0221960	MELOTT	81,357.03	88/01
	0221986	BACHMEYE	108,179.96	88/02
	0222067	MAYO	93,518.29	88/01
	0222158	SMERSH	85,999.39	88/01
	0222182	HINCKLEY	226,353.67	88/01
	0222422	CHAPMAN	73,457.84	88/01
	0222679	LOI	60,677.02	88/01
	0222844	KRAMER	61,456.22	88/01
	0222927	WARNER	126,411.80	88/02
	0223040	ELLIOTT	128,503.09	88/02
	0223172	MINEO	152,410.66	88/01
	0223230	ROGGIE	162,498.22	88/01
	0224329	RHIND	125,612.85	88/01
	0225375	LAY	49,933.08	88/01
	0225599	KLEIN	105,582.66	88/01
	0226175	SMITH	59,919.69	88/01
	0226829	GEORGE	67,235.75	88/01
	0227090	FITZGERA	45,463.41	88/02
	0227637	POPOVIC	24,693.07	88/01
	0227801	JETT	57,356.28	88/01
	0228346	METTMAN	93,068.98	88/01
	0228957	DARNELL	65,721.39	88/01
	0229906	PERPICH	83,710.24	88/01
	0230243	MALSH	99,692.80	88/01
	0230441	STREBEL	125,316.23	88/02
	0231431	VANGRUNT	116,457.55	88/02
	0232660	ANGELETT	68,414.01	88/01
	0234039	CIOCI	91,606.61	88/02
	0235788	LONGENEC	75,729.28	88/01

87,914,187.47

962

962 RECORDS TOTALED

BOOK 522 PAGE 121

Exhibit "B" to Financing Statement

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 122  
Identifying File No. 871280

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 Texaco Refining and Marketing, Inc.  
Address 2000 Westchester Avenue, White Plains, NY 10650

2. ~~SECURED PARTY~~ LESSOR:

Name PHH Financial Services, Inc.  
Address 11333 McCormick Road, Hunt Valley, MD 21031

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

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Six (6) Micro Max Model 1000 (Lessee's facilities located in Glen Burnie, Annapolis & Hanover, MD)

(This financing statement is a precautionary one filed in connection with a lease and is not intended to reflect or create ownership in the lessee.)

Name and address of Assignee  
Bresler & Peiner  
401 "M" Street, S.W.  
Washington, DC 20024

RECORD FEE 11.00  
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)

#224050 0777 R01 T14:35  
01/12/88  
JA

\_\_\_\_\_  
(Signature of Debtor)  
Texaco Refining and Marketing, Inc.  
Type or Print Above Name on Above Line  
B. H. Rafferty  
(Signature of Debtor)

Daniel E. ...  
(Signature of Secured Party)

Type or Print Signature on Above Line

PHH Financial Services, Inc.  
Type or Print Above Signature on Above Line

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271281

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 Dr. Robert Goren  
Address 8025 Ritchie Highway Pasadena MD 21122

2. SECURED PARTY

Name HEALTHCO INT. INC.  
Address 6308 Blair Hill Lane Baltimore MD 21209

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

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) RECORD FEE 11.00

- 1 HEALTHCO LUMIX III X-RAY
- 1 ADEC 4300 CONTROL

Name and address of Assessor POSTAGE .50  
 H224290 C777 R01 T14#53  
 01/12/88  
 JA

Debtor hereby grants to Secured Party a SECURITY INTEREST in all equipment, inventory, accounts receivable, goods, accounts, contract rights, chattel paper, documents, and general intangibles of every kind and description now owned, or hereafter acquired, by Debtor or in which Debtor now or hereafter has or receives an interest, and in all instruments owned by Debtor of which Secured Party shall have possession, together with all accessories, acccessions, additions, substitutions or replacements thereto or therefor, and in the proceeds thereof, although not specifically allowing any such sale, all of which shall be deemed personal property even though attached to real property.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert Goren DRS  
(Signature of Debtor)

Dr. Robert Goren  
Type or Print Above Name on Above Line

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

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

HEALTHCO INTERNATIONAL, INC.

Charles H. Bedford  
(Signature of Secured Party)

Charles H. Bedford  
Type or Print Above Signature on Above Line

1150

11.50

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }

SUBJECT TO }  
 NOT SUBJECT TO }

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 87569 NA  
BOOK **522** PAGE **124**

FINANCING STATEMENT

271282

1. Debtor (s): {  
George's Restaurant, Inc.  
 Name or Names—Print or Type  
8499 Ft. Smallwood Road, Pasadena, MD  
 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).

(2) Bakers Pride Pizza Ovens Serial #'s C1085; C1086

4. If above described personal property is to be affixed to real property, describe real property. RECORD FEE 11.00  
POSTAGE .50

5. If collateral is crops, describe real estate.

#226300 0777 R01 T14755  
01/12/88  
JA

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S):  
George Alevrofas  
(Signature of Debtor)  
George Alevrofas, Pres.  
Type or Print  
(Signature of Debtor)  
Type or Print

SECURED PARTY:  
Harbor Leasing Associates  
(Company, if applicable)  
[Signature]  
(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

271283

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To Be Recorded in Land Records (For Fixtures Only).

NAME		ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City	State
<u>Metropolitan Ambulance Service, Inc.</u>		<u>6051 Belle Grove Rd.</u>	<u>Balt., Md.</u>	<u>21225</u>

2. Secured Party (or assignee)  
SOVRAN BANK / MARYLAND

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

**see attached Schedule A**

RECORD FEE 11.00  
 RECORD TAX 350.00  
 POSTAGE .50

#224310 0777 R01 T14:57

01/12/88

JA

CHECK  THE LINES WHICH APPLY

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

Title Owner of Real Estate: \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

SOVRAN BANK / MARYLAND

By: *D. Gregory Cole*

Type Name D. Gregory Cole

Title Vice President

Debtor(s) or Assignor(s)

Metropolitan Ambulance Service, Inc.

By: *Bernard Koman*

**Bernard Koman, President**

Type or Print Name and Title of Each Signature

15  
350  
350

Schedule A  
Metropolitan Ambulance Service Inc.

BOOK 522 PAGE 126

Basic Four System 8000, consisting of:

- 1- 8010 CCA w/144MB disk, 2MB mem.
- 2- Mag tape reel for software MTR/MIS
- 1- Magnetic Tape streamer
- 5- DT-4313 Ergonomic terminal, U.S.
- 1- PTR, PT-4218, 136 COL, WKSTA., PAR.
- 1- Contr., 8-way ISDC w/back panel
- 1- Cable, 150/300LPM to CCA, 25 ft.
- 1- Cable, CCA to mag tapr streamer

Software:

- 1- Configuration record, level 8.5 for
- 1- Boss/VS, 8.5E operating system for MPX
- 1- Tech services - installation charge - MPX

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)  
NORTHWARD CORP.  
8004 JUMPERS HOLE RD  
PASADENA MD 21122  
521336937 AA

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) 12AUG97  
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 257900  
Filed with ANNE ARUNDEL MD BK 488 PG 217  
Date Filed 12AUG85

RECORD FEE 10.00  
POSTAGE .50

- 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

#224400 0777 R01 T15#21  
01/12/88  
JA

10. [Empty box for description of collateral]

TO  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

Number of Additional Sheets Presented  
05JAN88

DEERE CREDIT SERVICES INC.

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

By: *[Signature]* \_\_\_\_\_  
Signature(s) of Secured Party(ies) Manager, Processing  
MANAGER OF JOHN DEERE CREDIT SERVICES

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

10.30

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 271205

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 - LESSOR Amo-Rix, Inc. t/a

Name Park Lounge

Address 5008 Ritchie Highway Baltimore, Maryland 21225

2. SECURED PARTY - LESSOR

Name National Refrigeration, Inc.

Address 2905 Grindon Ave., Baltimore, Maryland 21214

Return To: FCA, P.O. Box 508, Balto., Md. 21203

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) Ice-O-Matic Ice Machine Model# UC20HAPB S/N-H710-01775-W

RECORD FEE 12.00

POSTAGE .50

#224430 0777 R01 T15124

01/12/88 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)

Amo-Rix, Inc Park Lounge

(Corporate or Trade Name)

Mildred M. Pegelow (Signature of Debtor)

Mildred M. Pegelow

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

National Refrigeration, Inc.

David Richaud (Signature of Secured Party)

David Richaud-Chairman

Type or Print Above Signature on Above Line

STATE OF MARYLAND

T48-75201

271286

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 522 PAGE 129

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3995.00

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 HAIR PERFORMERS
Address 8149 GOVERNOR RICHIE HIGHWAY, PASADENA, MD 21122

2. SECURED PARTY

Name CREDIT ALLIANCE CORPORATION
Address 9400 SW BARNES ROAD, STE.200 PORTLAND, OR 97225-6655

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

3. Maturity date of obligation (if any) 11-10-92

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

ANY AND ALL GOODS, CHATTELS, FIXTURES, FURNITURE, EQUIPMENT, ASSETS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, GENERAL INTANGIBLES, AND PROPERTY OF EVERY KIND WHEREVER LOCATED, NOW AND/OR HEREAFTER BELONGING TO LESSEE AND IN WHICH LESSEE HAS ANY INTEREST AND PROCEEDS THEREOF AS DESCRIBED IN PARAGRAPH 14 OF THE ATTACHED LEASE, WHICH IS BEING SUBMITTED AS A FINANCING STATEMENT.

RECORD FEE 13.00
RECORD TAX 28.00
POSTAGE .50
#024460 0777 R01 T15:27

CHECK [X] THE LINES WHICH APPLY

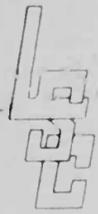
- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

01/12/88
JA

SEE ATTACHED
(Signature of Debtor)
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

SEE ATTACHED
(Signature of Secured Party)
CREDIT ALLIANCE CORPORATION
Type or Print Above Signature on Above Line

13.00
28.00



**LEASING SERVICE CORPORATION (the "LESSOR")**  
 Division of CREDIT ALLIANCE CORPORATION

BOOK 522 PAGE 130  
 10-960

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021 Telephone: 212/421-3600
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608 Telephone: 415/654-8615
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341 Telephone: 404/458-9211
- 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018 Telephone: 312/298-5580
- P.O. BOX 66, PHEL PLAZA • ORANGEBURG, NEW YORK 10962 Telephone: 914/359-8111
- 9400 S.W. BARNES ROAD SUITE 200, PORTLAND, OR 97225-6655 503-297-1408

LEASE NO. 75201

FULL LEGAL NAME AND ADDRESS OF "LESSEE" <b>HAIR PERFORMERS</b> 8149 GOVERNOR RICHIE HIGHWAY PASADENA, MD 21122	SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS) <b>LEWIS AND ASSOCIATES</b> 2812 W. CAMPBELL PHOENIX, AZ 85017
---	--

NAME AND TITLE OF PERSON TO CONTACT: DEBORAH CORINNE TIMMONS, PRESIDENT

QUANTITY	EQUIPMENT LEASED	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1		ACER 710 COMPUTER SYSTEM S# ✓
1		ACER MONITOR S# ✓
1		ACER KEYBOARD
1		OKIDATA 182 PRINTER S# ✓
1		INTOUCH SOFTWARE

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)  
 LOCATION OF EQUIPMENT: STREET ADDRESS SAME

CITY \_\_\_\_\_ COUNTY ANNE ARUNDEL STATE \_\_\_\_\_

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ <u>101.00</u> <small>(PLUS SALES TAX, IF APPLICABLE)</small>	<u>60</u>	\$ _____ <small>(PLUS SALES TAX, IF APPLICABLE)</small>	<u>60</u>	\$ <u>202.00</u> <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ _____ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

**Terms and Conditions of Lease**

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease  
 THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: PORTLAND, OR  
 DATE: 12-10-87  
 LESSOR:  
**LEASING SERVICE CORPORATION**  
 BY: W. Reed. Roe  
 VICE PRESIDENT

DATE EXECUTED BY LESSEE: 11/28/87  
 LESSEE: **HAIR PERFORMERS**  
 FULL LEGAL NAME  
 BY: Deborah Corinne Timmons  
 AUTHORIZED SIGNATURE  
**DEBORAH CORINNE TIMMONS, PRESIDENT**  
 TITLE

LEASE COPY

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No. 271287

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

<p><b>1. DEBTOR(S) and Address(es): (last name first)</b></p> <p>Kitchen Design 12 Mc Kendree Ave. Annapolis, Maryland 21401</p>	<p><b>2. SECURED PARTY</b></p> <p><b>THE PARADIES DISTRIBUTING CO.</b> 2200 Waterford Avenue Baltimore, Maryland 21230</p>
--	--

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.)

RECORD FEE 11.00

POSTAGE .50

6. Return to: Secured Party (Md.)

#224470 C77 R01 T15#28

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.

01/12/88  
JA

**DEBTOR:**

**SECURED PARTY:**

Kitchen Design

(Type Name)

**THE PARADIES DISTRIBUTING CO.**

By: Peggy Wanamaker (SEAL)

Peggy Wanamaker Owner

By: John J. Mulky

John J. Mulky Vice President/ Treasurer

By: \_\_\_\_\_ (SEAL)

(Date Signed by Debtor)

19 \_\_\_\_

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

1750

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated on such invoice, such obligations shall be payable on demand. The purchase 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 or consumption of inventory. Further, except for the security interest granted herein, Debtor represents and warrants that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party, in default, if any, caused by Debtor's failure to provide for such insurance or payment.

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 Office 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 reasonable and 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.

FINANCING STATEMENT

File No 271288

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

1. DEBTOR(S) and Address(es) Chill Craft Company, Inc. 7525 Connelly Drive, Suite D Hanover, MD 21076	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Gloria Bolton  <b>Return to Secured Party</b>
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other. (1) Assignment of lease between Rosewood Center and Chill Craft Company, Inc.  
(2) Three (3) refrigerated walk-in-boxes w/accessories, S/N's 87634801026, 86659641005 8791757A-001, 8791757A-002, 8791757F001, 87635111002,

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: \$ 21,000

DEBTOR: Chill Craft Company, Inc.  
John E. Tyssowski, Pres.

SECURED PARTY:  
SIGNET BANK/MARYLAND

RECORD FEE 11.00

RECORD TAX 147.00

POSTAGE .50

By: [Signature]  
(Type Name)

By: X Steven M. Wienecke  
(Type Name)

RECORD 0777 R01 115429

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

Steven M. Wienecke  
(Type Name)

01/12/88

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

January 7, 19 88  
(Date Signed by Debtor)

JA

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-  
147.00  
50

A.A. Co.

FINANCING STATEMENT

File No 271230

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

<p>1 DEBTOR(S) and Address(es)</p> <p>James P. Mercer and Betty J. Mercer T/A Basic Star Company P.O. Box 19677 4350 Sixth Street Baltimore, MD 21225</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
---	--

RECORD FEE 13.00  
POSTAGE .50

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 100,000

DEBTOR:  
James P. Mercer & Betty J. Mercer  
T/A Basic Star Company

SECURED PARTY:  
SIGNET BANK/MARYLAND

(Type Name)

By: Ross L. Brown

By: James P. Mercer Sr.  
James P. Mercer, Sr. Proprietor

Ross L. Brown, A.V.P.  
(Type Name)

By: Betty J. Mercer  
Betty J. Mercer, Proprietor

Dec. 10 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.

1850

A. A. Co.

FINANCING STATEMENT

File No  
271200

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

<p>1. DEBTOR(S) and Address(es) Documentation &amp; Engineering Support Services, Inc. 405 Headquarters Way, Suite 1 Millersville, Maryland 21108</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203  Attn: James A. Ramus, Asst. Vice President  Return to Secured Party</p>
---	--

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Temporary Technical Services (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 10,000.00 Term Loan

RECORD FEE 11.00

RECORD TAX 70.00

RECORDATION FEE .50

#224510 0777 R01 T15:31

01/12/88

JA

DEBTOR:

Documentation & Engineering Support Services, Inc.

(Type Name)

By: Cynthia M. Noppert  
Cynthia M. Noppert - President

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

SECURED PARTY:

SIGNET BANK/MARYLAND

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

James A. Ramus AVP  
James A. Ramus - Assistant Vice President

January 7 1988  
(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.

1156-58

271231

BOOK 522 PAGE 136

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

1. Debtor(s) Name(s) (Last Name First) Enviro Structures, Ltd.	2. Debtor(s) Complete Address(es) P.O. Box 1084 Severna Park, Maryland 21146	Maturity date (if any):
3. & 4. Secured Party(ies) and Complete Address(es) <b>CITIZENS BANK AND TRUST COMPANY OF MARYLAND</b> 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  1978 Bantam 266 Backhoe Ser # 60630 1984 Bantam 266 Backhoe Ser # 66249 1984 Bantam Excavator Ser # 2592		
8a. ( <input checked="" type="checkbox"/> ) Proceeds are also covered.      8b. (    ) Products of collateral are also covered.      No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF <u>AA</u> County; Other <u>MDAT</u>		
9. Transaction is ( <input checked="" type="checkbox"/> ), is not (    ), (check which) 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 \$ <u>117,000.000</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
<p>Signature(s) of Debtor(s) Enviro Structures, Ltd. <i>[Signature]</i> Richard M. Feliciano, President</p>		
<p>Signature(s) of Secured Party(ies) or Assignee(s) <i>[Signature]</i> by Branch Manager Louise M. McKenzie (Title)</p>		
NOTE—Type or Print Names Clearly Below Signatures.		
<p>FILING OFFICER COPY DS-30</p>		

RECORD FEE 11.00  
RECORD TAX 819.00  
#224520 C777 R01 T15432  
01/12/88  
JA

11-  
819  
.02

Printed in U. S. A.



Financing Statement

BOOK 522 PAGE 137

COPY FOR FILING 271232

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 23,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
<u>J.P. Fuller, Inc.</u>	<u>1812 South Crain Highway</u>	<u>Glen Burnie,</u>	<u>Maryland 21061</u>

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

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

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_ RECORD FEE 11.00

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated. RECORD TAX 161.00

POSTAGE .50

Debtor(s) or Assignor(s) 8224530 0777 R01 T15+34

Secured Party: SOVRAN BANK/MARYLAND

J.P. Fuller, Inc.

By: Michael T. Cavey

By: Raymond E. Fuller  
Raymond E. Fuller, President

01/12/98  
SA

Type Name Michael T. Cavey

Title Assistant Vice President

Type or Print Name and Title of Each Signature

*161  
-50*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 522 PAGE 138  
BOOK

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.

271233

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

1. DEBTOR

Name Marshall, Thomas L. Jr.

Address 7910 Ridge Rd, Hanover Md 21076

RECORD FEE 11.00

2. SECURED PARTY

Name R & B Leasing company

Address 2861 Jessup Rd, Box 570, Jessup Md 20794

4724590 0777 P01 715:44

01/12/88

39

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-Allen Engine Analyzer  
Model #62-190  
Serial #A6J-09558

Name and address of Assignee

"This is a conditional sales 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)

Thomas L Marshall Jr  
(Signature of Debtor)

Thomas L. Marshall Jr.  
Type or Print Above Name on Above Line

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

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

[Signature]  
(Signature of Secured Party)

R & B Leasing Company  
Type or Print Above Signature on Above Line

271204

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)  
A.C. PANEL, INC.  
775 Frederick St  
Hagerstown, MD  
21740

2. Secured Party(ies) Name(s) and Address(es)  
EUROSTYLE INC.  
Old Highway 24 & Rock  
Hill Road, Rte 9  
P O Box 400B  
Fayetteville, NC 28301

3.  The Debtor is a transmitting utility.  
4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00  
#222410 0777 R01 T10/28  
01/12/08

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

Raw materials for the production of furniture including but not limited to board, hardware, and all ingredients/components of furniture and finished goods, including but not limited to desks, wardrobes, dressers, etc.

Products of the Collateral are also covered.

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

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

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.

A.C. PANEL, INC.

EUROSTYLE INC.

By *[Signature]*  
MICHAEL HUDSON  
Signature(s) of Debtor(s)  
Pres.

By *[Signature]*  
IRWIN  
Signature(s) of Secured Party(ies)  
SCHERAGO  
Sect't

(1) Filing Officer Copy-Numerical (5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

A G R E E M E N T

271235

AGREEMENT made this 31<sup>st</sup> day of December, 1987, by and between EUROSTYLE INC., a North Carolina Corporation with offices at Old Highway 24 and Rock Hill Road, Route 9, (P.O. Box 400B), Fayetteville, North Carolina (28301), hereinafter referred to as the "Manufacturer" and A.C. PANEL, INC., located at 775 Frederick Street, Hagerstown, Maryland (21740), hereinafter called the "Sub-Contractor."

WHEREAS, the Manufacturer from time to time, and at various times, supplies the Sub-Contractor with the materials to manufacture for EUROSTYLE INC. items of furniture, such materials including but not limited to boards, cams, knobs, and the like; and,

WHEREAS, the parties wish to protect the goods and supplies at any time on the floor of the Sub-Contractor for the benefit of the Manufacturer,

NOW, THEREFORE, it is agreed as follows:

1) The relationship between EUROSTYLE INC. and A. C. PANEL, INC. shall at all times be that of Manufacturer and Sub-Contractor.

2) That all raw materials supplied by and finished goods prepared for the Manufacturer shall at all times belong and be owned by the Manufacturer.

RECORD FEE 14.00  
#222420 0777 R01 T10#29  
01/12/88  
JA

3) That the Sub-Contractor shall segregate raw materials from its normal flow of work before it enters into the manufacturing process, and the goods shall be designated "EUROSTYLE INC. MATERIALS."

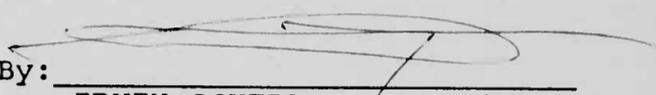
1480

4) That completed manufactured goods -- furniture-- shall similarly be segregated and properly designated "EUROSTYLE INC. - Finished Goods."

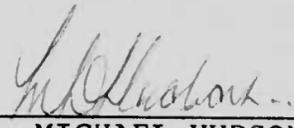
5) It is acknowledged by the Sub-Contractor that it has paid no monies for any of the raw materials furnished to it by EUROSTYLE INC. and that it has no ownership or property interest in the raw materials or the finished goods except from its profit margin in the finished goods.

6) To memorialize the status of the parties a UCC-1 in the form annexed hereto shall be signed by the Sub-Contractor and the Manufacturer and retained in the County Seat in which Hagerstown, Maryland is situated and in Annapolis, Maryland, and this full Agreement shall be annexed to each recording.

EUROSTYLE INC.

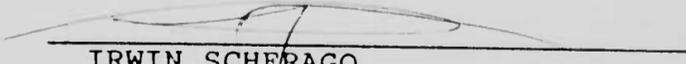
By:   
IRWIN SCHERAGO, Secretary

A.C. PANEL, INC.

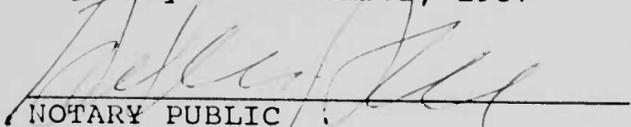
By:   
MICHAEL HUDSON, President

STATE OF NEW YORK:  
: ss.:  
COUNTY OF NASSAU :

I, IRWIN SCHERAGO, being duly sworn, say: I have read the foregoing AGREEMENT and know the contents thereof; that I am the Secretary of EUROSTYLE INC. This verification is made by me because the above party is a corporation and I am an officer thereof.

  
IRWIN SCHERAGO

Sworn to before me this  
31st day of December, 1987

  
NOTARY PUBLIC

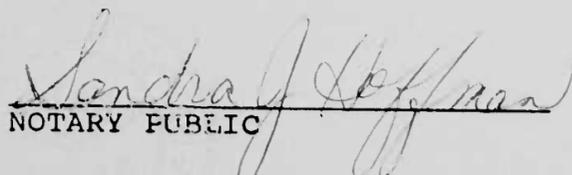
SIDNEY M. SEGALL  
Notary Public, State of New York  
No. 31-4876375  
Qualified in New York County  
Commission Expires March 30, 1990

STATE OF MARYLAND:  
: ss.:  
COUNTY OF :

I, MICHAEL HUDSON, being duly sworn, say: I have read the foregoing AGREEMENT and know the contents thereof; that I am the President of A.C. PANEL, INC. This verification is made by me because the above party is a corporation and I am an officer thereof.

  
MICHAEL HUDSON, President

Sworn to before me this  
day of December, 1987

  
NOTARY PUBLIC

BOOK 522 PAGE 143

271236

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) Walt H. Richard T/O Walt's Scaffolding 819 Barbara Ct Glen Burnie Md 21061	2. Secured Party(ies) and Address(es) Security Ford Tractor, Inc. 3828 Washington Blvd. Baltimore, MD 21227
---	--

RECORD FEE 12.00

POSTAGE .50

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

#022460 0177 R01 T10:33

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

- 1. New Holland 4555 SAID STEEL LUGS SIN 714219
- 1. 62" LOW PROFILE BUCKET
- 1. AV30 6' FRONT DOZER BLADE SIN 7147614

01/15/88

JA

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

4. This transaction is exempt from the Recording Tax.

Filed with:

*Walt H. Richard*  
(SIGNATURE OF DEBTOR)

Security Ford Tractor, Inc.

(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: *Lena Amalua* Comptroller

1250

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

50-7522  
3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Anne Arundel County, MD Arundel Center Calvert and Northwest St. Annapolis, MD 21401 Attn: County Executive	2. Secured Party(ies) and address(es) Mercantile-Safe Deposit & Trust Company 2 Hopkins Plaza Baltimore, MD 21201 Attn: Ronald D. Mattam, Vice President	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #133090 0207 002 114:50 01/12/89 32
4. This statement refers to original Financing Statement bearing File No. <u>Liber 473 Folio 494</u> Filed with <u>Anne Arundel County</u> Date Filed _____ 19____		

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

No. of additional Sheets presented:

~~Anne Arundel County, Maryland~~

Mercantile-Safe Deposit & Trust Company

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

By: Stephen A. Hall AVP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mail to

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)  
 New Ridge Limited Partnership  
 6310 Frankford Avenue  
 Baltimore, MD 21206  
 Attn: Thomas F. Obrecht

2. Secured Party(ies) and address(es)  
 Anne Arundel County, MD  
 Arundel Center  
 Calvert and Northwest St.  
 Annapolis, MD 21401  
 Attn: County Executive\*

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
 POSTAGE .50  
 #133100 0257 P02 T14:50  
 05/12/88  
 JA

4. This statement refers to original Financing Statement bearing File No. Liber 473 Folio 492  
 Filed with Financing Statement Records Date Filed May 31, 1984 1984  
Anne Arundel County

- 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: Mercantile-Safe Deposit and Trust Company  
 2 Hopkins Plaza  
 Baltimore, MD 21201  
 Attn: Ronald D. Mettam, Vice President

No. of additional Sheets presented:

~~New Ridge Limited Partnership~~

Mercantile-Safe Deposit & Trust Company

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

By: Stephen A. Hall AVP  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Stephen A. HALL, AVP

Mail 10

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Andrew Bassler See attached Schedule A  
 Nancy Bassler

RECORD FEE 12.00  
 POSTAGE .50  
 #134250 0237 R02 712:51  
 01/13/89  
 JA

6. Secured Party Address 100 S. Charles Street  
 Equitable Bank, National Association Baltimore, Maryland 21201  
 Attention: Rhonda D. Gwin  
 Documentation Assistant

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

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors  
 Andrew Bassler (Seal) Nancy Bassler (Seal)  
 \_\_\_\_\_ (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.

12.00  
 50

Schedule A

This schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, the Secured Parties Andrew Bassler and Nancy Bassler, the Debtors.

Debtors Address Continued:

BOOK 522 PAGE 147

See Property Description Below

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor(s) as Lessor of all or any portion of the real property described below.

PARCEL 1

BEGINNING for the same at a point on the south side of a 20 foot road now laid out at the distance of 150.00 feet measured westerly along the south side of said 20 foot road from the west side of Thomas Avenue as laid out 40 feet wide, said point of beginning being at the northwest corner of the land which by deed dated August 13, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 51, was conveyed by Otto Koch, et al, to William O. Brown, Jr. and wife, and running thence and binding on the south side of said 20 foot road with the use thereof in common south 83 degrees 47 minutes 00 seconds west 75.00 feet, thence leaving the road and running south 6 degrees 13 minutes 00 seconds east 150.00 feet, thence north 83 degrees 47 minutes 00 seconds east 75.00 feet to the southwest corner of land herein referred to, and thence binding on the westernmost line of said land north 6 degrees 13 minutes 00 seconds west 150.00 feet to the place of beginning.

The improvements thereon being known as 12 Thomas Avenue.

PARCEL 2

BEGINNING for the same on the south side of a 20 foot road now laid out at the distance of 225.00 feet measured westerly along the south side of said 20 foot road from the west side of Thomas Avenue, said point of beginning being at the northwest corner of the land heretofore conveyed by Otto Koch, Sr. to Charles A. Cozart and wife, and running thence and binding on the south side of said 20 foot road, with the use thereof in common, south 83 degrees 47 minutes west 175.00 feet to the outline of the whole tract, thence binding on a part of said outline south 6 degrees 13 minutes east 150.00 feet to the northwest corner of the land which by deed dated June 12, 1945, and recorded among the Land Records of Anne Arundel Co. in Liber J.H.H. No. 322, folio 313, was conveyed by Otto Koch, Sr., to James H. Mitchell and wife, thence binding on the northernmost line of said land north 83 degrees 47 minutes east 175.00 feet to the southwest corner of the land conveyed by Otto Koch, Sr., to Charles A. Cozart and wife, herein referred to, and thence binding on said last mentioned land north 6 degrees 13 minutes west 150.00 feet to the place of beginning.

Charles B. Whitby  
P.O. Box 150  
Crownsville, Maryland 21032

271300

FINANCING STATEMENT FORM

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

1. No. of additional sheets (if any):

One additional sheet called Exhibit A - Data Link/Retail Link Insurance Company Software

2. Debtor(s) (last name first) and addresses:

InsureLink Corporation  
Data Solutions, Incorporated  
Data Solutions, International  
2666 Riva Road, Suite 200  
Annapolis, Maryland 21401

RECORD FEE 11.00  
POSTAGE .50

3. Secured Parties and Associates:

#025140 0345 R03 T13:39

Charles B. Whitby  
P.O. Box 150  
Crownsville, Maryland 21032

01/13/88  
JPA

4. Name and address of assignee (if any):

\_\_\_\_\_  
\_\_\_\_\_

5. Yes Proceeds of collateral are also covered.

6. No 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:

Exhibit A - Data Link/Retail Link Insurance Company Software including Financial Management (FM), Premium/Loss Management (PM), Rating (RS) & Application Processing (AP), Claims Processing (CP), Client Marketing (CM), Premium Finance (PF), Surplus Lines (SL), Group Claims (GC), Group Health (GH). As collateral for a Promissary Note up to \$50,000.  
Non-exclusive ownership of Data Link/Retail Link Insurance Company Software.

Charles B. Whitby  
Signature of Secured Party  
or Assignee of Record

André Velt, President  
Signature of Debtor  
InsureLink/Data Solutions

EXHIBIT A

DATA LINK / RETAIL LINK  
INSURANCE COMPANY SOFTWARE

Financial Management (FM)

(AR) Accounts Receivable  
(CW) Check Writer  
(GL) General Ledger  
(BC) Billing & Collections/Tec

Premium/Loss Management (PM)

(MG) Managing General Agent  
(TC) Tape Conversation  
(RI) Reinsurance

Rating (RS) & Application Processing (AP)

(AU) Auto  
(MH) Mobile Home  
(PR) Package Rating  
(HO) Homeowners  
(WC) Workers Comp  
(RS) Rating Support  
(CR) Cancellation/Reinstatement

Claims Processing (CP)

Client Marketing (CM)

Premium Finance (PF)

Surplus Lines (SL)

Group Claims (GC)

Group Health (GH)

System Utilities

PICK Operating System

*LV*  
*Chow*

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

BOOK 522 PAGE 150

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. 249920 recorded in

Liber 468, Folio 82 on November 22, 1983 (Date).

1. DEBTOR(S):

Name(s) Shelton and Shelton, Inc. T/A S & S Hardware, Inc.

Address(es) 1115 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY:

Name Maryland National Bank

Address P.O. Box 871, Annapolis, Maryland 21404

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

RECORD FEE 10.00

POSTAGE .50

#023220 0345 103 114:03

01/13/88

AT

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

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Peggy A. Hall, Assistant Vice President  
(Type, Name and Title)

DEBTOR(S)

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

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

10  
L

S 10121

**CROAFF ASSOCIATES**  
OFFICE AUTOMATION & MARKETING CONSULTANTS  
2 COMMODORE DRIVE, SUITE 388  
OAKLAND, CALIFORNIA 94608  
(415) 654-0862

271302

BOOK 522 PAGE 151

FINANCING STATEMENT FORM

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

1. No. of additional sheets (if any):

Two additional sheets called Exhibit A - Inventory and Various Other

Office Fixtures and Furniture and Exhibit B - Data Link/Retail Link  
Insurance Company Software.

2. Debtor(s) (last name first) and addresses:

InsureLink Corporation, Data Solutions Inc., Data Solutions International

2666 Riva Road, Suite 200          Same                                  Same

Annapolis, Maryland 21401

3. Secured Parties and Addresses:

Croaff & Associates RECORD FEE          13.00

2 Commodore, Suite 388 POSTAGE                  .50

Oakland, California 94608 #025630 C345 R03 T16:25

4. Name and address of assignee (if any):

01/13/88  
JA

5. Yes Proceeds of collateral are also covered.

6. No 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:

1. Exhibit A - Inventory and Various Other Office Fixtures and Furniture  
including Desk/Furniture (62), Miscellaneous (13), Racks/Boards (13),  
Chairs/Stands (109), File Cabinets, (11), Shelves/Partitions (35), Tables (9).

2. Exhibit B - Data Link/Retail Link Insurance Company Software including  
Financial Management (FM), Premium/Loss Management (PM), Rating (RS) &  
Application Processing (AP), Claims Processing (CP), Client Marketing (CM),  
Premium Finance (PF), Surplus Lines (SL), Group Claims (GC), Group Health (GH).

As collateral for a Promissory Note up to \$75,000.

Garry J. Croaff  
Signature of Secured Party  
or Assignee of Record

Linda Licht, President  
Signature of Debtor  
Data Solutions/  
InsureLink

## EXHIBIT A

INVENTORY AND VARIOUS OTHER  
OFFICE FIXTURES AND FURNITUREDESK/FURNITURE

Secretary's desk	1
Executive desk	3
Credenza	3
Conference table	3
Programmer desks	22
Round tables	1
Class desks	12
Kitchen table	2
Folding table	3
Office desks	2
Office desks w/returns	4
6' desks	3
Bookshelves	3

MISC.

Burster	1
Lg. Vacuum cleaner	1
Sm. Vacuum cleaner	1
Typewriter	2
Plastic plants	2
Xerox copier	1
Copier stand	2
Marble reception desk	1
Eagle phone system	1
Harris 3M FAX	1

RACK/BOARDS

Metal shelf	2
Tape rack (metal)	2
Tape rack (wood)	2
Black board	1
Lg. White board	3
Sm. White board	3

CHAIRS/STANDS

Conference chairs	13
Office arm chair	3
Green operator chairs	23
Chairs (teak & cloth)	16
Kitchen chairs	8
CRT stands	17
Chairs (teak & brown)	10
Misc. chairs	5
Chairs (brown & chrome)	18
Chairs (brown & wood)	4

FILE CABINETS

2 drawer	8
4 drawer	3

SHELVES/PARTITIONS

Computer tables	3
Lg. Bookshelves	8
Sm. Bookshelves	3
PC shelf	1
Cabinet & stand	2
Hutch & stand	3
Partitions	15

TABLES

Coffee tables	1
End tables	3
Chairs	2
Conference	3

EXHIBIT B

BOOK 522 PAGE 153

DATA LINK / RETAIL LINK  
INSURANCE COMPANY SOFTWARE

Financial Management (FM)

- (AR) Accounts Receivable
- (CW) Check Writer
- (GL) General Ledger
- (BC) Billing & Collections/Tec

Premium/Loss Management (PM)

- (MG) Managing General Agent
- (TC) Tape Conversation
- (RI) Reinsurance

Rating (RS) & Application Processing (AP)

- (AU) Auto
- (MH) Mobile Home
- (PR) Package Rating
- (HO) Homeowners
- (WC) Workers Comp
- (RS) Rating Support
- (CR) Cancellation/Reinstatement

Claims Processing (CP)

Client Marketing (CM)

Premium Finance (PF)

Surplus Lines (SL)

Group Claims (GC)

Group Health (GH)

System Utilities

PICK Operating System

PROGRAM DEVELOPMENT SYSTEMS, INC.  
P. O. Box 929  
Bowie, Maryland 20715-0929

FINANCING STATEMENT FORM

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

1. No. of additional sheets (if any):

One additional sheet called Exhibit A - Data Link/Retail Link Insurance Company Software.

2. Debtor(s) (last name first) and addresses:

InsureLink Corporation  
Data Solutions, Incorporated  
Data Solutions, International  
2666 Riva Road, Suite 200  
Annapolis, Maryland 21401

3. Secured Parties and Associates:

Program Development Systems, Inc.  
P. O. Box 929  
Bowie, Maryland 20715-0929

RECORD FEE 11.00  
POSTAGE .50  
#025650 0345 R03 T16:27

4. Name and address of assignee (if any):

01/13/88  
JA

5. Yes Proceedes of collateral are also covered.

6. No 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:

Exhibit A - Data Link/Retail Link Insurance Company Software including Financial Management (FM), Premium/Loss Management (PM), Rating (RS) & Application Processing (AP), Claims Processing (CP), Client Marketing (CM), Premium Finance (PF), Surplus Lines (SL), Group Claims (GC), Group Health (GH). As collateral for a Promissary Note up to \$150,000.  
Non-exclusive ownership of Data Link/Retail Link Insurance Company Software.

William S. McCarroll Trade Vantage President  
Signature of Secured Party or Assignee of Record      Signature of Debtor

Program Development Systems, Inc. InsureLink/Data Solutions  
11  
L

EXHIBIT A

BOOK 522 PAGE 155

DATA LINK / RETAIL LINK  
INSURANCE COMPANY SOFTWARE

Financial Management (FM)

(AR) Accounts Receivable  
(CW) Check Writer  
(GL) General Ledger  
(BC) Billing & Collections/Tec

Premium/Loss Management (PM)

(MG) Managing General Agent  
(TC) Tape Conversation  
(RI) Reinsurance

Rating (RS) & Application Processing (AP)

(AU) Auto  
(MH) Mobile Home  
(PR) Package Rating  
(HO) Homeowners  
(WC) Workers Comp  
(RS) Rating Support  
(CR) Cancellation/Reinstatement

Claims Processing (CP)

Client Marketing (CM)

Premium Finance (PF)

Surplus Lines (SL)

Group Claims (GC)

Group Health (GH)

System Utilities

PICK Operating System

*Wm*

*LV*

MARYLAND FINANCING STATEMENT

271306

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 522 PAGE 156

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

1. LESSEE Uniglobe Capital Travel Center, Inc.  
(Name or Names)  
2055 Pine Road Annapolis, Md. 21401  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names) RECORD FEE 11.00  
\_\_\_\_\_  
(Address) POSTAGE .50

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

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan CFSL 2397  
of LESSOR \_\_\_\_\_  
(Name or Names)  
2001 E. Joppa Rd. Baltimore, Maryland 21234  
(Address)

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

- i - IBM Model 50 Computer w/1 Meg. RAM, 20 Meg. Hard Disc, 1.44 Meg. Drive
- i - IBM Color Display Model 8512
- i - Texas Instruments 810 Printer

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

LESSEE Uniglobe Capital Travel Center, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: G. Carol VanderClute President By: Robert J. Brown V.P.  
(Title) (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: \_\_\_\_\_ Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
(Title) 8767 SATYR HILL ROAD  
BALTIMORE, MD 21234  
(Type or print name of person signing)

1150

T871

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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) Bessie Contee Purnell Contee SR 4030 Muddy Creek Rd Edgewater, MD 21037	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)

3. This statement refers to original Financing Statement No. 247727 Dated: 6-13-83

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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Liber 462  
PAGE 350

RECORD FEE 10.00  
POSTAGE .50  
#225240 0777 R01 T09:01

4. This transaction is exempt from the Recording Tax.  
Filed with: Anne Arundel County

01/14/88  
JR

Dated: January 7, 1988  
By: Ford Motor Credit  
(NAME OF SECURED PARTY)  
P. Y. Matthews

16.50

T193

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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): Steven Wagner 564 Brightview Dr Millersville, MD 21108 Arthur Wagner 572 Brightview Dr Millersville, MD 21108	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit P.O. Box 637 Mechanicsville, VA 23111
--	---

3. This statement refers to original Financing Statement No. 247350 Dated: 5-17-83

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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Liber 461  
PAGE 586

RECORD FEE 10.00  
POSTAGE .50  
8325260 C777 R01 T09:02

4. This transaction is exempt from the Recording Tax.  
Filed with: Anne Arundel County

01/14/88  
JA

Dated: January 8, 19 88 By: P. V. Matthews  
F M C C JUN 65 7288-M (MARYLAND ONLY)  
(NAME OF SECURED PARTY)

10.50

BOOK 522 FILE 159

T640

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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(S): Emil Clark 1732 BARBERS Rd Cambrills, MD 21034	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit P.O. Box 637 Mechanicville, VA 23111
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 247537 Dated: 6-1-83

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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Liber 462  
PAGE 238

RECORD FEE 10.00  
POSTAGE .50

#225290 077 R01 T09:03

4. This transaction is exempt from the Recording Tax.

01/14/88  
JA

Filed with: Anne Arundel County

Ford Motor Credit  
(NAME OF SECURED PARTY)

Dated: January 8, 1988

By: B. Y. Matthews

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

1650

BOOK 522 PAGE 160

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

3. Maturity date (if any): Not applicable

1. Debtor(s) (Last Name First) and address(es)  
Phillips Leasing Division of  
Phillips Corporation  
114 Forbes Street  
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)  
The First National Bank  
of Maryland  
Commercial Finance Division  
25 South Charles Street 101-503  
Baltimore, Maryland 21202

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#225300 0377 R01 TOP104

01/14/88

4. This statement refers to original Financing Statement bearing File No. #249254  
Liber 466 Page 271  
Filed with Anne Arundel County Date Filed October 6 19 83

- 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.

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: Jackie Snead *Jackie Snead*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

*Joan Linnin Ofer*

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) Phillips Leasing Division of Phillips Corporation 114 Forbes Street Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) The First National Bank of Maryland Commercial Finance Division 25 South Charles Street 101-503 Baltimore, Maryland 21202 #249133	3. Maturity date (if any): Not applicable For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #205310 0777 R01 109:05 07/24/88
4. This statement refers to original Financing Statement bearing File No. <u>Liber 466 Page 128</u> Filed with <u>Anne Arundel County</u> Date Filed <u>September 26</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> 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: Jackie Snead *Jackie Snead*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

*Joan Adams*

BOOK 522 PAGE 162

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

3. Maturity date (if any): N/A

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

Phillips Corporation  
114 Forbes Street  
Annapolis, Maryland 21401

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

The First National Bank  
of Maryland  
Commercial Finance 101-503  
25 South Charles Street  
Baltimore, Maryland 21202

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#225320 0777 R01 TOP#05

01/14/88

4. This statement refers to original Financing Statement bearing File No. #249255  
Liber 466 Page 272  
Filed with Anne Arundel County Date Filed October 6 19 83

- 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: Jackie Snead *Jackie Snead*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Phillips Corporation 114 Forbes Street Annapolis, Maryland 21401</p>	<p>2. Secured Party(ies) and address(es)</p> <p>The First National Bank of Maryland Commercial Finance 101-503 25 South Charles Street Baltimore, Maryland 21202</p>	<p>3. Maturity date (if any): N/A</p> <p>For Filing Officer (Date, Time and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 #225330 0777 R01 709105 01/14/88</p>
<p>4. This statement refers to original Financing Statement bearing File No. #249134 Liber 466 Page 129</p> <p>Filed with Anne Arundel County Date Filed September 26 19 83</p>		

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: Jackie Snead *Jackie Snead*  
Signature(s) of Secured Party(ies)

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) PHILLIPS CORPORATION 114 Forbes Street Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) MARYLAND NATIONAL BANK Commercial Loan Operations Center P. O. Box 17047 Baltimore, Maryland 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 248372 Liber 464 Financing Statement Records of Folio 206 Filed with Anne Arundel County, MD Date Filed July 29 19 83		RECORD FEE 10.00 POSTAGE .50 #225340 0777 R01 T09:06 01/14/88
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

MARYLAND NATIONAL BANK

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 Filing Officer Copy - Alphabetical

By: [Signature] Name: [Signature] Title: V.P.  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

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)  SEE ATTACHED LIST	2. Secured Party(ies) and address(es) MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION 300 East Joppa Road Towson, Maryland 21204	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #225350 0777 R01 T09:06 01/14/89 JR
4. This statement refers to original Financing Statement bearing File No. 245077 Liber 456 Folio 145 Filed with Clerk of the Circuit Court for Anne Arundel County Date Filed November 17, 1982		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

MNC Commercial Corp,  
formerly

No. of additional Sheets presented:

MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

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

By: Steph Cromwell  
Name: \_\_\_\_\_ Signature(s) of Secured Party(ies) Title: Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

EXHIBIT A

Phillips Corporation, a/k/a Phillips Machinery & Supply Co., a/k/a  
ASG Financial, a/k/a Phillips Supply Co.;

The Viereck Company;

Treyall Enterprises, Inc.; and

Versa-Mil, Inc.

271313

BOOK 522 PAGE 167

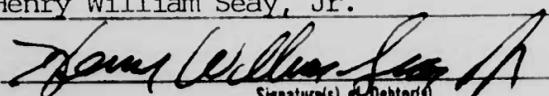
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Henry William Seay, Jr. 1277 Lavall Drive Gambrills, Md. 21054	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #225380 0777 R01 TOP:08 01/14/86 JA
4 This financing statement covers the following types (or items) of property: 1988 Freightliner FLC 12064 1FVNYXY95JH319475  1988 R/S Truck Body #87081214  DOCUMENT NOT SUBJECT TO RECORDATION AX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md. 20740

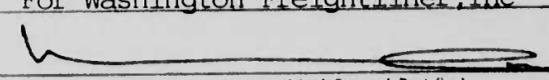
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security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

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY 1336572/29

1336572/29

Henry William Seay, Jr.  
By:   
Signature(s) of Debtor(s)

For Washington Freightliner, Inc  
By:   
Signature(s) of Secured Party(ies)

1150

603469 Rev. 12-80

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)	No. of Additional Sheets Presented	
James Hawkins T/A Hawkins TRucking 3545 Fox Hall Drive Davidsonville, MD 21035 M-32258	(2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237	RECORD FEE 12.00 POSTAGE .50 #225410 0777 501 TOP:14
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288	01/14/88 JA
(5) This Financing Statement Covers the Following types [or items] of property.		For Filing Officer

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC03774  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS,  
~~AND~~ ADDITIONS AND ALL PROCEEDS THEREOF

~~XXX~~ Products of the Collateral Are Also Covered.

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

(6) Signatures: Debtor(s)	Secured Party(ies) [or Assignees]
James Hawkins T/A Hawkins Trucking <i>[Signature]</i> (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1230

UCC-1



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) BALTIMORE MOTEL JOINT VENTURE 3701 TWIN LAKES COURT SUITE 120 BALTIMORE, MARYLAND 21207	2. Secured Party(ies) and address(es) THE BANK OF NEW YORK (DELAWARE) 1105 NORTH MARKET STREET WILMINGTON, DELAWARE 19801	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>263426</u> Filed with <u>A.A. COUNTY</u> Date Filed <u>AUGUST 21</u> 19 <u>86</u>		RECORD FEE 10.00 POSTAGE .50
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

01/14/88  
JA

PROPERTY DESCRIPTION:

SEE SCHEDULE A ATTACHED HERETO  
AND MADE A PART HEREOF

Assignee:

THE BANK OF NEW YORK  
48 WALL STREET  
NEW YORK, NEW YORK 10286-0101  
No. of additional Sheets presented:

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.00  
50

SCHEDULE A

BOOK 522 PAGE 170

BEGINNING ON THE southeast side of Nursery Road, as widened, at a point on the South 64 degrees 30 minutes 10 seconds East 458.33 foot line of the land as shown on the plat titled "Airport Assoc. Nursery Road Bldg. Site" as recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3697, Page 659, running thence binding on a part of said line and binding on the outlines of Lot 1 as shown on said plat, four courses: (1) South 64 degrees 30 minutes 10 seconds East 418.33 feet, (2) South 64 degrees 52 minutes 30 seconds East 300.02 feet, (3) South 25 degrees 08 minutes 00 seconds West 527.71 feet, and (4) North 64 degrees 52 minutes 00 seconds West 717.60 feet to the southeast side of said Nursery Road, thence binding thereon, (5) North 25 degrees 03 minutes 13 seconds East 530.32 feet to the place of beginning.

CONTAINING 8.710 acres of land.

TOGETHER with and subject to the use in common with others entitled thereto of a 60 foot wide Access Easement running from Nursery Road southeasterly along Lot 1 to Lot 2, as more particularly shown on the aforesaid plat of Airport Assoc. Nursery Road Bldg. Site.

*Please Return To:*

Summit Title Company  
Suite 502 Lafayette Building  
40 West Chesapeake Avenue  
Baltimore, Maryland 21204  
(301) 583-5353

Debtor or Assignor Form

Anne Arundel County **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

Chesapeake Building Supply Corp.  
 (Name)  
 815 Central Ave., P.O. Box 426  
 (Address)  
 Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Pamela T. Bergen, 101-560  
 (Name of Loan Officer)  
 P.O. Box 1596  
 (Address)  
 Baltimore, MD 21203

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: \_\_\_\_\_ RECORD FEE 11.00

3.  Products of the collateral are also specifically covered. POSTAGE .50

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated. #226020 C777 R01 T13#49

DEBTOR (OR ASSIGNOR)

Chesapeake Building Supply Corp (Seal)  
*Steven G. Dehring* president (Seal)  
 (Signature)  
 STEVEN G. DEHRING  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

Chesapeake Building Supply Corp (Seal)  
*Edward C. Bell* TREAS (Seal)  
 (Signature)  
 EDWARD C. BELL, TREAS.  
 (Print or Type Name)

01/14/88 JA

1150

271817

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 10,000.00
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Janice L. Stallings Mark T. Stallings	5511 Greenock Road Lothian, Maryland 20711

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 1344  
Baltimore, Maryland 21203

Attach separate list if necessary

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

1984 Mobile Home - Holly Park Make- OVPA  
Vehicle Identification # 010P11791

RECORD FEE 12.00

RECORD TAX 70.00

POSTAGE .50

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

4026030 0777 R01 T13+50  
01/14/88  
JA

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

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

*Janice L. Stallings*  
Janice L. Stallings

*Mark T. Stallings*  
Mark T. Stallings

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Nancy T. Skillman*  
Nancy T. Skillman

17/90 50

271313

BOOK 522 PAGE 173

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

TO BE RECORDED IN  
CHATTEL RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First) InsureLink Corporation	2666	Riva Rd.	Annapolis,	MD

and

Data Solutions International Inc.	2666	Riva Rd.	Annapolis,	MD
-----------------------------------	------	----------	------------	----

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
William A. Duerk, P.C.	1700	K St., NW	Washington,	D.C.

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

- (a) Digital Equipment Corporation (DEC) Computer, Serial Number GE 5010, with Ultimate operating system including 150 megabyte storage, 512K memory
- (b) Five (5) McIntosh SE Computers, each with 20 megabyte hard disk drives, Serial Numbers: F7307NM, F7307LZ, F7307QZ, F7303MB, and F72499M

RECORD FEE 12.00

POSTAGE .50

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

#224090 077 P01 T13458

CHECK  THE LINES WHICH APPLY

01/14/88

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

InsureLink Corporation and William A. Duerk, P.C. (Seal)

Data Solutions International, Inc. (Corporate, Trade or Firm Name)  
[Signature]  
Signature of Secured Party or Assignee

(Type or print name under signature)

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

Linda Verbeten, President  
InsureLink Corporation  
and of

William A. Duerk, President

Data Solutions International, Inc.

RETURN TO: William A. Duerk, P.C.  
1700 K St., N.W., Ste. 1100  
Washington, D.C. 20006

1250

STATE OF MARYLAND

271310

FINANCING STATEMENT FORM UCC-1

Identify BOOK 522 PAGE 174

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 Brooke Commercial Lawn Service
Address 1204 Thompson Ave., Severn, MD 21144

2. SECURED PARTY

Name N.J. RICHARDSON & SONS, INC.
Address 6400 WINDSOR MILL ROAD BALTIMORE, MARYLAND 21207

RECORD FEE 12.00

Person And Address To Whom Statement Is To Be Returned If Different From Above 490 E777 R01 T14100

3. Maturity date of obligation (if any)

01/11/88

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

- 1 Kubota L4150HDT Tractor
1 Kubota BF900 Loader
1 Sims Cab

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 NORTHBROOK PARKWAY
SUWANEE, GA 30174

KCC 54900- 813013

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Oliver K. Brooke, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Oliver K. Brooke, Jr., President
Type or Print Above Signature on Above Line

(Signature of Secured Party)

W E Richardson
Type or Print Above Signature on Above Line

1200

271320

BOOK 522 PAGE 175

<p><b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b></p>		Identifying File No.
		Maturity Date (If any).
Debtor(s) Name(s) - (Type or Print - Last Name First)	Debtor(s) Complete Address(es)	
Maryland General Assembly	90 State Circle Annapolis, Maryland 21401	
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address	
A. B. Dick Company	6B Nashua Court Baltimore, Maryland 21221	
<p>This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)</p> <p>A. B. Dick Model 369T (Tandem) Offset Press</p>		
<p>Proceeds of collateral, in any form whatsoever and however resulting, are also covered.</p>		
<p>The underlying secured transaction being publicized by this financing statement is ( ) is not ( / ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of initial principal debt is \$ _____.</p>		
<p>This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.</p>		
<p>Signatures (Type or Print Names Clearly Below All Signatures)</p>		
<p>(Assignee of Secured Party)</p> <p>By <u>Keith C. [Signature]</u> (his Authorized Agent)</p> <p>Title <u>Branch Mgr.</u></p>	<p>Maryland General Assembly 90 State Circle Annapolis, Maryland 21401</p>	<p>} Debtor(s)</p>
	<p>By <u>Warren H. [Signature]</u></p> <p>Its _____</p> <p>(If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)</p>	

RECORD FEE 11.00  
 #26130 C 77 R01 T14:10  
 01/14/88  
 JA

FINANCING STATEMENT

DATE: January 8, 1988

( ~~XX~~ ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Amount of Taxable Debt -0-

NAME OF DEBTOR (S): Power Component Systems, Inc.

ADDRESS: 528 College Parkway, Suite I  
Annapolis, MD 21401

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.

RECORD FEE 11.00

POSTAGE .50

NR226140 0777 R01 T14411

01/14/88

JA

DEBTOR(S):

Power Component Systems, Inc.  
(Company Name)

BY: *[Signature]*

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *[Signature]* BY: *[Signature]*

(Authorized Signature)

BY: *[Signature]*

Paul R. O'Connell, Vice President  
(Type Name and Title)

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

17.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 177  
Identifying File No. 271322

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 Nevamar Corporation  
Address 8339 Telegraph Road, Odenton, Maryland 21113

RECORD FEE 12.00  
POSTAGE .50

2. ~~Secured Party~~ Lessor

Name AT&T Credit Corporation  
Address 44 Whippany Road, Morristown, NJ 07960

RECORD FEE FOR 714#39  
01/14/88  
JA

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)

AT&T Dimension 400 Purchase in Place leased under Lease No. 02250 and all attachments, accessories, additions, substitutions, products, replacements and rentals and proceeds therefrom (including insurance proceeds). This financing statement is for notification purposes only.

Name and address of Assignee

Equipment Location: 8339 Telegraph Road  
Odenton, MD 21113

Recordation tax does not apply.

CHECK  THE LINES WHICH APPLY Anne Arundel County, MD

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)

*Charles G. McBee*  
(Signature of ~~Debtor~~) Lessee

Charles G. McBee  
Type or Print Above Name on Above Line

RETURN TO:  
(Signature of Debtor)

Type or Print Above Signature on Above Line  
P.O. Box 1110  
Albany, NY 12201

*George A. Curnow*  
(Signature of ~~Secured Party~~) Lessor  
George A. Curnow

Type or Print Above Signature on Above Line

AT4081

FINANCING STATEMENT

BOOK 522 PAGE 178

271323

THIS FINANCING STATEMENT IS PRESENTED TO THE FILING OFFICER NAMED BELOW FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

<p>Debtor's</p> <p>NAME AND ADDRESS</p> <p><u>William L. Horan</u></p> <p><u>2602 BRANDENBURG</u></p> <p><u>BETHESDA, MD 20814</u></p> <p>Soc. Sec./Tax I.D. # <u>018-31-699B</u></p> <p>County of Residence <u>ANN ARUNDEL</u></p>	<p>Secured Party's</p> <p>NAME AND ADDRESS</p> <p><u>Lepercq Atlanta Renaissance Partners, L.P.</u></p> <p><u>c/o Lepercq Capital Partners</u></p> <p><u>345 Park Avenue</u></p> <p><u>New York, NY 10154</u></p>
---	---

Filing Officer:

RECORD FEE	11.00
POSTAGE	.50
412470 0717 801 71439	
01/14/88	

Description of Collateral:

Debtor's limited partnership interest in Lepercq Atlanta Renaissance Partners, L.P., a Delaware limited partnership (the "Partnership"), including all of Debtor's rights and interest in and to the Partnership and any successor partnership and all of Debtor's rights and interest in and under the Amended and Restated Limited Partnership Agreement of the Partnership, as they may be amended from time to time, the net profits and net losses of the Partnership, and any distributions of any nature by the Partnership, together with all proceeds of any thereof.

<p>Debtor</p> <p>X <u>William L. Horan</u></p> <p>Name: <u>William L. Horan</u></p>	<p>Secured Party</p> <p>X <u>James F. Dannhauser</u></p> <p>Name: <u>James F. Dannhauser</u></p>
---	--

The Secured Party has assigned the security interest evidenced by this Financing Statement to Mechanics and Farmers Savings Bank FSB,

Secured Party:

Lepercq Atlanta Renaissance Partners, L.P.

By: Lepercq Hartsfield Hotel Partners, L.P., G.Ptnr.

By: Lepercq Renaissance Corp., G.Ptnr.

By: James F. Dannhauser

Name: James F. Dannhauser

Assignee:

Lepercq Financial Corp.

By: [Signature]

Name: Richard J. Rouse

1150

271324

BOOK 522 PAGE 179

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Jay Berkowitz, Inc.  
Name or Names—Print or Type

7484K Candelwood Road, Harmans—Anne Arundel, MD 21077  
Address—Street No., City - County State Zip Code

2. Secured Party:

Dirck T. Holscher & Kenneth B. Chaletzky, Agents for Dirck T. Holscher, Kenneth B. Chaletzky, Circle Graphics, Incorporated and Maryland Circle Graphics, Inc., Secured Party  
Name or Names—Print or Type

3259 Prospect Street P.O. Box 25725, Washington, DC 20007  
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 A

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

RECORD FEE 13.00

POSTAGE .50

#P05380 0777 R01 714140

01/14/88

39

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): Jay Berkowitz, Inc.

SECURED PARTY:

Jay Berkowitz, President  
(Signature of Debtor)

Jay Berkowitz, President  
Type or Print

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

\_\_\_\_\_  
Type or Print

Dirck T. Holscher  
(Company, if applicable) Dirck T. Holscher

Kenneth B. Chaletzky  
(Signature of Secured Party) Kenneth B. Chaletzky  
Agents for Dirck T. Holscher, Kenneth B.

Chaletzky, Circle Graphics, Incorporated and  
Type or Print (Include title if Company)  
Maryland Circle Graphics, Inc.

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

Name and Address Jerome D. Carr, Esquire  
Frank, Bernstein, Conaway & Goldman  
American City Building, Suite 700  
10227 Wincopin Circle  
Columbia, MD 21044

Lucas Bros. Form F-1

1350

All assets of the Debtor, including the following described property of Debtor, and all additions, substitutes, replacements and after-acquired property of the following types:

a. Inventory and Supplies. All of Debtor's inventory and supplies, both now owned and subsequently acquired and as the same may now and subsequently from time to time be constituted.

b. Accounts. All existing and future accounts, accounts receivable, contract rights, chattel paper, notes, instruments, documents, contracts, choses in actions, returned and unearned insurance premiums, tax refunds, and all obligations now or subsequently owing to Debtor, and including all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. General Intangibles. All of Debtor's present and future general intangibles, including but not limited to customer lists, books, records, including, without limitation, all correspondence and credit files, tapes, cards, computer runs, computer programs, and other papers and documents whether in the possession or control of Debtor or any computer service bureau, rights in franchises and sales contracts, patents, copyrights, trademarks, logos, trade names (including the trade name "Circle Graphics"), brand names, plans, blueprints, patterns, trade secrets, licenses, and formulas; and all leasehold rights to all leased premises;

d. Equipment, Furniture and Fixtures. All of Debtor's equipment (including motor vehicles), furniture, fixtures, office equipment, equipment supplies, goods, machinery and trade fixtures, both now owned and subsequently acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and subsequently affixed to and/or used in connection with such property and (ii) all replacements and substitutions;

e. The cash and noncash proceeds, including insurance proceeds, and products of all of the items included in Paragraphs 1.a. through 1.d.

f. The cash and non-cash proceeds (including without limitation insurance proceeds) and products of such Collateral as described above.

3978Q

TO: Clerk of Circuit Court of Anne Arundel County  
RE: Sale of substantially all assets of Maryland  
Circle Graphics, Inc. by Maryland Circle  
Graphics, Inc. to Jay Berkowitz, Inc.

The Undersigned hereby certifies that the  
security interest being granted hereunder is a purchase  
money security interest and thus exempt from any  
recordation tax.

JAY BERKOWITZ, INC.

By: Jay Berkowitz, Pres.

8697V

271325

BOOK 522 PAGE 182

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

1 Debtor(s) (Last Name for Filing Office) **THOMAS H. LYONS; Thomas G. Lyons**  
**RUBY F. LYONS; Gerald L. Lyons**  
 47750 CARMONDY COURT  
 HARWOOD MD 20776

Secured Party(ies) Name(s) and Address(es)  
**GREEN TREE ACCEPTANCE INC.**  
 2200 SPITZ BLVD #245  
 WOODBRIDGE, VA 22191

No. of Additional Sheets Presented: \_\_\_\_\_

3  The Debtor is a transmitting utility

4 For Filing Office Date, time No. Filing Office  
 RECORD FEE 14.00  
 POSTAGE .50

5 This Financing Statement covers the following types (or items) of property  
 1974 MARLETTE MARLETTE  
 60 X 24 SERIAL # 330810AB P24348DW830818AB  
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT LABEL AND/OR PURCHASE AGREEMENT AND/OR RETAIL RECEIPT"

6 Assignee(s) of Secured Party and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 SPITZ BLVD #245  
 WOODBRIDGE, VA 22191  
 01/14/88

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

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, or  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 It appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

By: **THOMAS H. LYONS** **Thomas G. Lyons** **RUBY F. LYONS** **Gerald L. Lyons**  
*[Signatures]*  
 Signature(s) of Debtor(s)

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

(3/83) 1450 (1) FILING OFFICER COPY—NUMERICAL  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

271326

BOOK 522 PAGE 183

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)  
Aeronautical Radio, Inc.  
2551 Riva Road  
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)  
Diamond Acceptance Corp.  
Apple Hill Suite 205  
Natick, MA 01760

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

RECORDED FEE 11.00

#206510 DT17 R01 T14:52

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

SEE ATTACHED ADDENDUM

6 Assignee(s) of Secured Party and Address(es): 1/14/88

JA

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

Recordation tax not applicable as this is a true lease.

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).

Aeronautical Radio, Inc.

Diamond Acceptance Corp.

By John F. Capossela Dir. Purchasing  
Signature(s) of Debtor(s)

By [Signature] 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

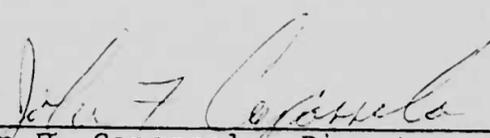
ADDENDUM TO LEASE #12599L470 and UCC-1 FINANCING STATEMENT  
 dated November 2, 1987 between Diamond Acceptance  
 Corporation and Aeronautical Radio, Inc. (ARINC)

Page 1 of 1

Equipment Description

<u>Qty.</u>	<u>Description</u>
1	Everex IBM AT Compatible Computer including 640 KB memory, 1 serial and 1 parallel port. 1.2 MB Floppy Disk Drive, Micro Enhancer EGA display adapter  Serial # <u>39600</u>
1	Seagate 20 MB Hard Disk  Serial # <u>4344989</u>
1	360 KB Floppy Disk Drive  Serial # <u>70925510</u>
1	Magnavox EGA Monitor  Serial # <u>3887</u>

-end-

  
John F. Capossela, Director, Contracts &  
 Purchasing  
 Aeronautical Radio, Inc. (ARINC)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 185  
Identifying File No. 271307

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 Mikasa Inc. Factory Store

Address 555 Revell Hwy. Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Court Cincinnati, Ohio 45241

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) Refb Combo Can Drink Machine s/n#325393
- 1) EC-100 Bill Changer s/n#E17810
- 1) CSV-6 w/ microwave s/n# 1302
- 1) RR-MS II Snack Machine s/n# 6659

RECORD FEE 11.00  
POSTAGE .50  
APPROXID 0777 R01 T15:03  
01/14/88  
JA

TRUE LEASE NOT SUBJECT TO RECORDATION TAX

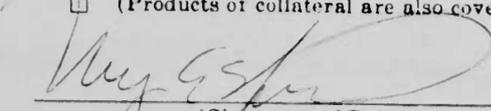
CHECK  THE LINES WHICH APPLY

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)

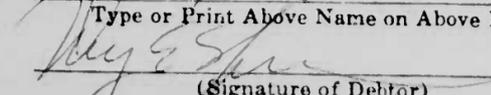
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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

Mikasa Inc. Factory Store, Mary Sheperd, Store Mgr.

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

  
\_\_\_\_\_  
(Signature of Secured Party)

Great Northern Funding Corp., David Sloan,

Type or Print Above Signature on Above Line Leasing Mgr.

11.50

File No. \_\_\_\_\_

**MARYLAND FINANCING STATEMENT**

(all information must be typewritten or printed in ink)

1. ~~(Not to Be)~~ ~~(To Be)~~xxx Recorded in the Land Records  
(strike inapplicable words)

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

<p>3. Name and address of debtor(s)</p> <p>Sentinel Dealer Services, Inc. 836 Ritchie Highway, Suite 16 Severna Park, Md. 21146</p>	<p>4. Name and address of secured party</p> <p>Leasing Corporation of America P.O.Box 152 Stevenson, Maryland 21153-0152</p>
---	--

RECORD FEE 11.00  
POSTAGE .50

5. Name of assignee of secured party: Harbor Federal Savings & Loan  
Box 12309  
Address: 3200 Eastern Avenue-Baltimore, Md. 21281

REC-2080 0777 R01 T15:04  
01/14/88  
JA

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

- 1-Altos #2086-80-4T (80286) Computer System w/XENIX 3.4 Operating System;
- 1-4MB RAM; 1-80 MB Hard Disk; 1-60 MB Tape Back Up; 1-Altos AOM (286)
- 1-Altos Worknet PKG w/PC-Path w/1-cable (50ft) 5-Wyse #60 Terminals (Green)
- 1-NEC #8850 Printer w/tractor feed & cable 1-Tally #290 High Speed Printer w/cable
- 1-Diablo envelope feeder 1-Date Copy Scanner 1-1200 Baud Smart Modem
- 1-800 Watt Power Supply

**CHECK [✓] AND COMPLETE THE FOLLOWING IF APPLICABLE**

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered.

Debtor(s) Sentinel Dealer Services, Inc. Secured Party Leasing Corporation of America  
By Maryanne Kemp Title Recorder By J. S. [Signature]

✓  
(On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

1/50

\*PURCHASING MONEY\*

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$175,000.....  
25,000.00

1. Name of Debtor(s): Casa Rio Marina, Inc.  
Address: 4079 Cadle Creek Rd.  
Mayo, Md. 21106

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

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

1980 Marine Travel Lift - Model 15 Ton AMO - Serial Number 1662980

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

RECORD FEE 11.00

RECORD FEE 175.00

POSTAGE .50

422640 DT77 R01 T15#06

(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:

01/14/88

JA

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Casa Rio Marina, Inc.

BY: Donald B. Dunbar  
Donald B. Dunbar - President

BY: Rita C. Dunbar  
Rita C. Dunbar - Secretary

(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: Lorraine A. Carroll

Lorraine A. Carroll - Dist. Op. Manager

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

37 Parole Plaza  
Annapolis, Maryland 21401

11-  
m 50

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).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Arundel Video, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Marc Tohir
337 Hospital Drive	18 West Street
(Address)	(Name of Loan Officer)
Glen Burnie, Maryland 21061	Annapolis, Maryland 21401
(Address)	(Address)

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

A/R ONLY

RECORD FEE 12.00  
 POSTAGE .50  
 8024000 0777 R01 T13147  
 01/14/88  
 JA

(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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
(Seal)	(Seal)
<i>X Harley R Brady</i>	<i>X David F Harris</i>
(Signature)	(Signature)
Harley R. Brady, President	David F. Harris, Vice President
(Print or Type Name)	(Print or Type Name)

17.50

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

Arundel Video, Inc.  
 (Name)  
 337 Hospital Drive  
 (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)

**Collateral** As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 12.00

POSTAGE .50

NR26010 0777 R01 T1348

01/14/88

JA

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)  
 X Harley R Brady (Seal)  
 (Signature)  
 Harley R. Brady, President  
 (Print or Type Name)

(Seal)  
 X David F Harris (Seal)  
 (Signature)  
 David F. Harris, Vice Pres.  
 (Print or Type Name)

1750

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) Screen Crafters, Inc. 135 Roesler Road Glen Burnie, MD 21061 #2186	2. Secured Party(ies) and address(es) P.C. Leasing Corporation 630 Third Avenue New York, NY 10017	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #225990 0777 R01 T13 01/14 AME
4. This statement refers to original Financing Statement bearing File No. <u>26448C345R01</u> <i>515-223</i> Filed with <u>Anne Arundel Cty.</u> Date Filed <u>7/30/87</u> 19 <u>  </u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

Assigned to: Amsave Credit Corporation, 1370 Avenue of the Americas, NY, NY 10019  
 Equipment: One (1) Dubuit Automatic Screen Printing Machine, Model D-305, S/N 19005, complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ P.C. Leasing Corporation  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: *[Signature]*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

S-7660(SLT)

271333

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN the Chattel Records  
of Anne Arundel County, Maryland

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

Potomac Hotel Group, Inc.  
173 Jennifer Road  
Annapolis, MD 21401

1901 North Fort Myer Drive-Suite 400  
Rosslyn, Virginia 22209

Name of Secured Party or assignee

No.      Street      City      State

Bank One, Columbus, N.A.

100 E. Broad St., Columbus, Ohio 43271

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

All of Debtor's right, title and interest in and to the income, fees, royalties, and other benefits that inure to Debtor under those certain Management Agreements (as such term is defined in the Assignment of Property/Hotel Management Agreements dated December 31, 1987 from Debtor, as assignor, to Secured Party, as assignee) and all other sums thereunder to which Debtor may be entitled.

Mail to:  
COMMERCIAL SETTLEMENTS, INC.  
1413 K Street, N.W.  
12th Floor  
Washington, D.C. 20005

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

POTOMAC HOTEL GROUP, INC.

BANK ONE, COLUMBUS, N.A. (Seal)

By: Mobashir Ahmed, President

By: Wilfrid J. Gallant  
Signature of Secured Party or Assignee  
Wilfrid J. Gallant, Vice President

(Type or print name under signature)

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



Anne Arundel County,  
Maryland  
Chattel Records/Land Records

State Department of Assessments  
and Taxation

FINANCING STATEMENT

1. Debtor: JOAN PASKA-FRIEDEL Address: 229 Bay Front Drive  
Pasadena, Maryland  
21122

2. Secured Party: AMERICAN F.S.B. Address: 1700 Rockville Pike  
Rockville, Maryland  
20852

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 real estate hereafter described ("Real Estate") or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades, awnings, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personalty which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) all contract rights (accounts) in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

Return To: Bruce L. Marcus, Esquire  
Wortman and Marcus  
5000 Sunnyside Avenue  
Suite 301  
Beltsville, Maryland 20705

RECORD FEE 17.00  
POSTAGE .50  
2055 R02 T10:51

(d) all engineering, architectural, subdivision plans, building permits, sewer and water taps, building materials and

1700

01/18/98  
JA

equipment wherever located now owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in any wise relating to the Real Estate or any part thereof including, but not limited to, all accounts receivable arising from the operation of any hotel/motel facility on the Real Estate, all sales contract or option contract deposits or payments relating to the Real Estate;

(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds of products of collateral are covered hereunder.

5. 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.

6. This Financing Statement is not subject to recordation taxes imposed by Title 12, Tax-Property Article, of the Annotated Code of Maryland, as amended.

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

*Joan Paska-Friedel*  
JOAN PASKA-FRIEDEL

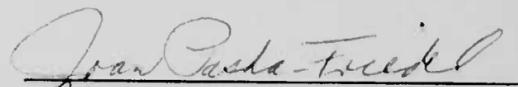
By: \_\_\_\_\_

ADDENDUM TO FINANCING STATEMENT

All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, or any part of the parcel of the described land and the improvements located thereon whether said accounts receivable are in existence or are hereafter created and the proceeds thereof.

All contract rights in respect of any and all leases, sales agreements, or contracts executed by Debtor, as Seller and/or Lessor, pertaining to any part or parcel of the described land and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof.

The Financing Statement pursuant to which this Addendum is given is a Deed of Trust and Security Agreement and Hypothecation Agreement dated January 8, 1988 from Debtors named herein to secure American Federal Savings Bank. The Secured Party or its successors and/or assigns shall have, in addition to all the rights and remedies granted in the Financing Statement, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its successors and/or assigns may determine.

  
\_\_\_\_\_  
JOAN PASKA-FRIEDEL

\_\_\_\_\_  
\_\_\_\_\_

BEGINNING for the same on the east side of the road thirty feet wide, the east side of said road running northerly from the end of the second or one thousand three hundred and sixty-four foot line of a parcel of land containing one and seven-tenths acres conveyed by Patrick Flanigan and wife to Adam Deupert, by Deed dated April 4, 1922 and duly recorded among the Land Records of Anne Arundel County in Liber WNW No. 54, folio 495, beginning for this lot at the distance of two hundred and ten feet six inches northerly from the intersection of the east side of said road with the end of the second line of said one and seven-tenths acre parcel, and running thence, binding on the east side of said road North fourteen degrees and twenty-five minutes West two hundred feet and three inches; thence North seventy-five degrees and twenty-eight minutes East three hundred feet, more or less, to Chesapeake Bay; thence binding on Chesapeake Bay, southerly two hundred feet and three inches, more or less, to intersect a line drawn from the beginning North seventy-five degrees and twenty-eight minutes East, and thence reversing said line so drawn and binding thereon, South seventy-five degrees and twenty-eight minutes West three hundred feet, more or less, to the beginning. The improvements thereon being known as No. 229 Bay Front Drive.

TOGETHER with the use in common of said thirty foot road above mentioned and also of another road thirty feet wide connecting therewith and leading westerly to Mountain Road, the south line of said last mentioned road beginning on the east side of said first mentioned thirty foot road at the distance of two hundred and ten feet six inches southerly from the beginning of the lot above described and running thence South seventy-eight degrees and ten minutes west to Mountain Road.

ANNE ARUNDEL COUNTY FINANCING  
STATEMENTS RECORDS

**UNIFORM COMMERCIAL CODE**  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 522 PAGE 196

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

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Date of Filing \_\_\_\_\_ Record Reference 249491  
Maturity date (if any) \_\_\_\_\_ Liber 467 Page 5

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
ABW Limited Partnership; P.O. Box 829, Annapolis, MD	21404			

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>	RECORD FEE
First American Bank of Maryland, 3 Bethesda Metro Center; Bethesda, MD	20814				10.00
ATTN: John A. Beck, Jr.					.50

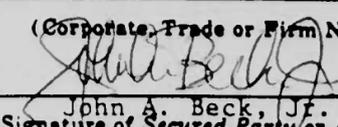
**CHECK APPLICABLE STATEMENT**

- 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

RECORD FEE 10.00  
#026550 0345 R03 111:01  
01/18/88

RETURN TO: John P. Bankson, Jr., Esquire  
Hamel & Park; 888 16th Street, N.W.  
Washington, D.C. 20006

Debtor(s) or assignor(s)

_____	First American Bank of Maryland (Seal)
_____	(Corporate, Trade or Firm Name)
_____	
_____	John A. Beck, Jr.
_____	Signature of Secured Party or Assignee
_____	Vice President
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

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 October 27, 1983

Maturity date (if any)

Record Reference 249492

Liber 467 Page 8

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

J. George Cuccia, Jr.; P.O. Box 829; Annapolis, MD 21404

Name of Secured Party or assignee

No.

Street

City

State

First American Bank of Maryland, 3 Bethesda Metro Center; Bethesda, MD 20814  
ATTN: John A. Beck, Jr.

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

RETURN TO:

John P. Bankson, Jr., Esquire  
Hamel & Park; 888 16th Street, N.W.  
Washington, D.C. 20006

RECORD FEE 10.00

POSTAGE .50

#026560 0345 R03 T11:01

Debtor(s) or assignor(s)

\_\_\_\_\_

First American Bank of Maryland (Seal)

01/18/88  
JA

(Corporate, Trade or Firm Name)

\_\_\_\_\_

John A. Beck, Jr.  
Signature of Secured Party or Assignee

(Type or print name under signature)

Vice President

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

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1025 Eye St., N.W., Washington, D.C. 20006

**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 October 27, 1983

Record Reference 249493

Liber 467 Page 9

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

ABW Broadcasting, Inc.; P.O. Box 829; Annapolis, MD 21404

Name of Secured Party or assignee

No.

Street

City

State

First American Bank of Maryland, 3 Bethesda Metro Center; Bethesda, MD 20814  
ATTN: John A. Beck, Jr.

**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

RETURN TO: John P. Bankson, Jr., Esquire  
Hamel & Park; 888 16th Street, N.W.  
Washington, D.C. 20006

RECORD FEE 10.00

POSTAGE .50

#026570 0345 R03 T11:02

01/18/88

JA

Debtor(s) or assignor(s)

\_\_\_\_\_

First American Bank of Maryland (Seal)

(Corporate, Trade or Firm Name)

\_\_\_\_\_

John A. Beck, Jr.  
Signature of Secured Party or Assignee

(Type or print name under signature)

Vice President

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

REORDER FROM  
Registre, Inc.  
514 W. RICE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

Anne Arundel County

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 199

Identifying File No. 271335

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

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

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

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

1. DEBTOR

Name The Southland Corporation

Address 2828 North Haskell Avenue Dallas, Texas 75204

2. SECURED PARTY

Name Citicorp North America, Inc., as Administrative Agent (see Exhibit A hereto)

Address 717 North Harwood Dallas, Texas 75210

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 Debtor's now owned or hereafter Acquired Accounts, Inventory, Equipment, Works of Art, General Intangibles, Chattel Paper, Instruments, Documents and Other Property, all as more particularly described in Exhibit A attached hereto and made a part hereof.

Name and address of Assignee

RECORDATION TAX PAID TO MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ON 12/10/87 IN THE AMOUNT OF 204,705.00.

THIS FILING IS BEING RECORDED IN MORE THAN TWO MARYLAND COUNTIES.

CHECK  THE LINES WHICH APPLY

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

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

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

RECORD FEE 17.00

POSTAGE .50  
#136640 0055 R02 T11:18  
01/18/88  
JA

David Paul Butler  
(Signature of Debtor)

THE SOUTHLAND CORPORATION  
Type or Print Above Name on Above Line

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

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

MLP  
(Signature of Secured Party)  
CITICORP NORTH AMERICA, INC., as  
Administrative Agent  
Type or Print Above Signature on Above Line

INDEXSEARCH, INC.  
P.O. BOX 4837  
Sacramento, CA 95814

S912216

Exhibit A

## Additional Sheets Attached to Financing Statement

A. Name of Debtor: THE SOUTHLAND CORPORATION  
(the "Debtor")

B. Name and Address of Secured Party: CITICORP NORTH AMERICA, INC., a Delaware corporation formerly known as CITICORP INDUSTRIAL CREDIT, INC. ("Citicorp"), 2700 Diamond Shamrock Tower, 717 North Harwood, Dallas, Texas 75210, as Administrative Agent for the financial institutions (including Citicorp) which constitute the Senior Lenders and Issuing Banks party from time to time to the Credit Agreement dated as of July 31, 1987 among JT Acquisition Corporation, each of such Senior Lenders and Issuing Banks, Citicorp, as Administrative Agent, and Bankers Trust Company, Canadian Imperial Bank of Commerce, Citicorp, Manufacturers Hanover Trust Company and Security Pacific National Bank, as Agents for the Senior Lenders and the Issuing Banks (as amended and restated as of November 5, 1987 and as further amended from time to time thereafter, the "Credit Agreement") and on behalf of the holders, from time to time, of the "Obligations" as defined in the Credit Agreement.

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

ACCOUNTS: All present and future accounts, accounts receivable and other rights of the Debtor to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance (collectively, "Accounts").

INVENTORY: All goods now owned or hereafter acquired by the Debtor (wherever located, whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned or repossessed goods) which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business (collectively, "Inventory").

EQUIPMENT: All machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by the Debtor and wherever located.

WORKS OF ART: All works of art now owned or hereafter acquired by the Debtor, including, without limitation, paintings, sketches, drawings, prints, sculptures, crafts, tapestries, porcelain, carvings, artifacts, renderings and designs.

GENERAL INTANGIBLES: All rights, interests, choses in action, causes of action, claims and all other intangible property of the Debtor of every kind and nature (other than Accounts), in each instance whether now owned or hereafter acquired by the Debtor, including, without limitation, all corporate and other business records; all loans, royalties, and other obligations receivable; all inventions, designs, patents, patent applications, service marks, trade names and trademarks (whether or not registered), trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts; all proceeds of insurance of which the Debtor is beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to the Debtor; and all other intangible property, whether or not similar to the foregoing; -- in each instance, however and wherever arising.

CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS: All chattel paper, all instruments, and all bills of lading, warehouse receipts and other documents of title and

documents, in each instance whether now owned or hereafter acquired by the Debtor.

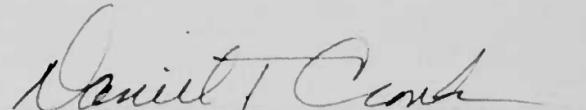
OTHER PROPERTY: All property or interests in property now owned or hereafter acquired by the Debtor which now may be or hereafter may come into the possession, custody or control of the Secured Party or any of the Agents, Senior Lenders or Issuing Banks or any agent or affiliate of any of them in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); and all rights and interests of the Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, .. options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money; (iii) proceeds of loans, including, without limitation, loans made under the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the property covered by this financing statement;

together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

The undersigned confirms that this Exhibit A is part of a financing statement signed by it.

THE SOUTHLAND CORPORATION

By:

  
Assistant Secretary (Title)

271336

Form FmHA-MD. 441-3  
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
FINANCING STATEMENT

TO BE RECORDED:  Indexed in the Land Records,  in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.  
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Concord IV Limited (Name) Partnership (Name) 9600-A Martin Luther King, Jr., Highway (Address) Lanhan, Maryland 20706	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION 151 Dixon Dr., Suite II Chestertown, MD 21620 (Address)	

RECORD FEE 13.00  
POSTAGE .50  
#134850 0055 R02 T11:29  
01/18/88

1. This Financing Statement covers the following types of collateral:

(a) ~~Crops, livestock, other farm products, farm and other equipment, supplies and inventory.~~

(b) All accounts, general intangible, gross receipts, (continued on attachment A)

2. Crops covered by (a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Concord IV Limited Partnership	2.145	Cecil	7th Election District, Mill Creek Road, Perryville, MD

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Concord IV Limited Partnership

*Arthur W. Edwards, g.p. By Frederic F. Case p.o.a.*  
(Signature of Debtor)

Type name: Arthur W. Edwards, General Partner, by Frederic F. Case as P/A

*Frederic F. Case*  
(Signature of Debtor)

Type name: Frederic F. Case, General Partner

*Frederic F. Case*

Witness: \_\_\_\_\_

Type name: Roger L. Persons

Type name: \_\_\_\_\_

Title District Loan Specialist  
Farmers Home Administration

Witness: \_\_\_\_\_

Type name: \_\_\_\_\_

13.00  
1/18/88

Attachment A to Financing Statement for Concord IV Limited Partnership

washers, dryers, ranges, refrigerators, lawn mowing equipment and other equipment and furnishings, inventory, income and revenue now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor. All proceeds received from the sale or other disposition of the aforementioned collateral is also covered. Disposition of such collateral is not hereby authorized.

MARYLAND NATIONAL BANK

**FINANCING STATEMENT**

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 345,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore County, Maryland

RECORD FEE 11.00  
 POSTAGE .50  
 #136820 023T R02 T12:12  
 01/18/88  
 W

5 Debtor(s) Name(s) Address(es)  
Rental Management Associates P.O. Box 1533  
 Glen Burnie, Maryland 21061

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 31, 1987 from Debtor(s) to Joseph A. Hulseberg and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore 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) Rental Management Associates

Secured Party:  
 MARYLAND NATIONAL BANK

BY: M. Marvin Taylor (SEAL)  
M. Marvin Taylor  
 General Partner  
 \_\_\_\_\_ (SEAL)

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

11/30

BEGINNING for the same at a point on the Northwest side of Highview Avenue 50 feet wide, said point being located South 51 Degrees 26 Minutes 40 Seconds West 202.91 feet from the beginning of the land which by Deed dated August 20, 1948, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1681, folio 438, was conveyed by Robert E. Day, Jr., and wife to The Title Holding Company, and running thence and binding on the Northwest side of Highview Avenue, and referring the courses of this description to the Baltimore County Grid Meridian, South 39 Degrees 45 Minutes 00 Seconds West 84.96 feet to a point of curve, thence Southwesterly by a curve to the right with a radius of 15.00 feet the distance of 23.60 feet (the chord of the arc bears South 84 Degrees 49 Minutes 30 Seconds West 21.24 feet) to the Northeast side of Maiden Choice Lane as widened to 70 feet, thence binding thereon North 50 Degrees 06 Minutes 00 Seconds West 135.22 feet, thence leaving Maiden Choice Lane and running for line of division the two following courses and distances: North 39 Degrees 54 Minutes 00 Seconds East 100.00 feet and South 50 Degrees 06 Minutes 00 Seconds East 150.00 feet to the place of beginning.

TOGETHER with the use for underground drainage purposes of an easement 10.00 feet wide and described as follows:

BEGINNING for the same at a point in the 4th line of Lot "A" above described at the distance of 15.00 feet measured reversely along said line from the end thereof, thence leaving said line and running North 50 Degrees 06 Minutes 00 Seconds West 37.54 feet; North 5 Degrees 10 Minutes 30 Seconds West 15.00 feet; North 39 Degrees 45 Minutes 00 Seconds East 108.08 feet; and North 50 Degrees 15 Minutes 00 Seconds West 10.00 feet to intersect the second line of the land which by Deed dated August 20, 1948, and recorded among the aforesaid Land Records in Liber T.B.S. No. 1681, folio 438, was conveyed by Robert E. Day, Jr., and wife to The Title Holding Company, and running thence and binding on a part of said line South 39 Degrees 45 Minutes 00 Seconds West 112.22 feet, thence leaving said line and running South 5 Degrees 10 Minutes 30 Seconds East 23.27 feet and South 50 Degrees 06 Minutes 00 Seconds East 41.67 feet to intersect the fourth line of Lot "A" above described, and thence binding on a part thereof North 39 Degrees 54 Minutes 00 Seconds East 10.00 feet to the place of beginning.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514 Page No. 28  
ID No. \_\_\_\_\_

1. Debtor(s) William J. and Jean L. Wroten  
 Name or Names - Print or Type  
P. O. Box 1304, Glen Burnie, MD 21061  
 Address-Street No. City, State, ZIP  
Mercantile-Safe Deposit and Trust Company  
Mercantile Mortgage Corporation  
 Name or Names - Print or Type

2. Secured Party  
P. O. Box 17027, Baltimore, MD 21203  
 Address-Street No. City, State, ZIP

3. Maturity Date (if any) n/a RECORD FEE 10.00  
 POSTAGE .50

4. Check Applicable Statement: #027050 0345 R03 T15:20

01/18/88

A. Continuation ..... <input type="checkbox"/> / The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ..... <input checked="" type="checkbox"/> / From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below
C. Assignment ..... <input type="checkbox"/> / The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input type="checkbox"/> / (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot No. 5A , as shown on the Plat entitled "26 Semi-Detached and 3 Single Family Dwellings-Woodcrest Homes, Ltd.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, at folio 13.

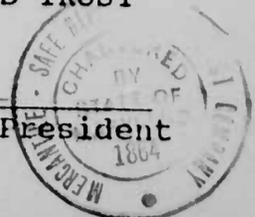
Dated November 10, 1987  
*Return to*  
 MONUMENTAL TITLE DIVISION  
 COMMONWEALTH LAND TITLE INS. CO.  
 P. O. BOX 1049  
 SEVERNA PARK, MARYLAND 21146

MERCANTILE MORTGAGE CORPORATION  
Paul W. Parks  
 Paul W. Parks, President



*Jean L. Wroten*  
~~MONUMENTAL TITLE DIVISION~~  
~~COMMONWEALTH LAND TITLE INS. CO.~~  
~~P. O. BOX 1049~~  
~~SEVERNA PARK, MARYLAND 21146~~

MERCANTILE-SAFE DEPOSIT AND TRUST  
Ronald D. Mettam  
 RONALD D. METTAM Vice President



c/02243d

BOOK 522 PAGE 208

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) CHE, Inc. 115 S. Acacia Avenue Solona Beach, CA 92075	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Security Agent 100 Federal Street Boston, Massachusetts 02110	3 For Filing Officer (Date, Time, Number, and Filing Office) <i>[Handwritten: 11/29/85]</i>

7. This statement refers to original Financing Statement No. ~~15547~~ filed (date) 11/29/85 with Anne Grundel  
259433 liber 492 pg 202 Circuit Court, 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

RECORD FEE 10.00

Debtor, CHE, Inc., merged into Chart House, Inc. Debtor now to be reflected as Chart House, Inc.

POSTAGE .50

NOV 29 07 17 AM '85

Chart House, Inc. The First National Bank of Boston, as Security Agent 01/19/86 JA

By Michel Wachtel Assistant Secretary By [Signature] VP  
Signature(s) of Debtor(s) (only on amendment) Title Signature(s) of Secured Party(ies) Title

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC3 REV. 1980

1050

271311

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)

Tohlease Corporation  
360 Madison Avenue  
New York, NY 10017

2 Secured Party(ies) and address(es)

Signal Capital Corporation  
Liberty Lane  
Hampton, NH 03842

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 Lessor's right, title and interest now existing or hereinafter acquired, in and to the Equipment described in Lease Equipment list attached hereto and made a part hereof.

This financial statement is being filed as a precaution in the event that, contrary to the parties' intention, the transaction is determined to be other than a true lease.

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

RECORD FEE 11.00

POSTAGE .50

#027260 0345 R03 T09:10

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

01/19/88

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.

TOHLEASE CORPORATION

SIGNAL CAPITAL CORPORATION

By

*[Signature]*

Signature(s) of Debtor(s)

By

*[Signature]*

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FINANCING STATEMENT

271342

1. Name of Debtor: 7250 LIMITED PARTNERSHIP  
 Address: c/o Mr. R. Clayton Emory  
 413 White Clay Center Drive  
 Newark, Delaware 19711

RECORD FEE 13.00  
 POSTAGE .50  
 #157480 0207 R02 110:02  
 01/19/88  
 JA

2. Name of Secured Party: EQUITABLE BANK, NATIONAL  
 ASSOCIATION  
 Address: 100 South Charles Street  
 Baltimore, Maryland 21201  
 Attn: Real Estate Finance  
 Department

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

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust, Assignment and Security Agreement dated December 18, 1987, from Debtor to Michael L. Dietrich and Joseph V. Prado, Trustees, which Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

1300

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

7250 LIMITED PARTNERSHIP

By: Emory Holdings II Limited  
Partnership, General Partner

By: R. Clayton Emory (SEAL)  
R. Clayton Emory, General  
Partner

DATED: December 18, 1987

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 800  
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and  
Taxation  
Anne Arundel County Land Records  
Anne Arundel County Financing Statement  
Records  
Delaware Secretary of State

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

BOOK **522** PAGE **212**

Roll No. 447 Page No. 390  
 Identification No. 241712 Dated March 9, 1982

GIANNOTTI & ASSOCIATES, INC.

LESSEE  
 1. ~~XXXXXXXXXX~~ Name or Names - Print or Type  
703 Giddings Avenue, Annapolis-Anne Arundel, MD 21401  
 Address--Street No., City-County State Zip Code

MARYLAND NATIONAL LEASING SERVICES CORPORATION

LESSOR  
 2. ~~XXXXXXXXXXXXXX~~ Name or Names - Print or Type  
300 East Joppa Rd., Towson-Baltimore, MD 21204  
 Address--Street No., City-County State Zip Code

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

4. Check Applicable Statement:

<p>A. Continuation . . . . . <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release . . . . . <input type="checkbox"/>          from the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment . . . . . <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other . . . . . <input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

RECORD FEE 10.00  
 POSTAGE .50  
 #138280 0055 R02 T15:32  
 01/19/85  
 JA

~~LESSEE~~  
 LESSEE:  
GIANNOTTI & ASSOCIATES, INC.  
 By: Julio G. Giannotti  
JULIO G. GIANNOTTI  
PRESIDENT

~~LESSOR~~  
 LESSOR:  
MARYLAND NATIONAL LEASING SERVICES CORPORATION  
 (Company, if applicable)  
 By: J. B. Ross, VP  
 (Signature of ~~LESSOR~~ Lessor)  
John B. Ross  
Vice President  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Patricia D. Gauvin, Credit Coordinator, at Lessor's address as shown above.

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Rainbow Homes, Inc.  
P. O. Box 787  
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTIES:

Paul L. Riddleberger and  
Barbara A. Riddleberger, his wife  
282 Riverside Drive  
Pasadena, Maryland 21122

RECORD FEE 11.00  
POSTAGE .50  
#136330 C237 R02 7:15:44  
01/19/88  
39

3. This Financing Statement covers all:

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$50,000.00 creditor.

DEBTORS:

RAINBOW HOMES, INC.

SECURED PARTY:

BY Paul L. Riddleberger, Jr.  
PAUL L. RIDDLEBERGER, JR.

Paul L. Riddleberger  
PAUL L. RIDDLEBERGER

Barbara A. Riddleberger  
BARBARA A. RIDDLEBERGER

AFTER RECORDATION return to:  
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
23 West Street  
P.O. Box 1911  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

1103

FINANCING STATEMENT FORM UCCH

Identifying File No. 5002

271352

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 Landmark Marine, Inc.

Address 612 3rd Street, Annapolis, Maryland 21403

2. SECURED PARTY

RECORD FEE 11.00

Name National Surety Leasing, Inc.

POSTAGE .50

Address 6925 P Oakland Mills Rd., Columbia, Maryland 21045

#021240 0040 1004 113142

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

01/20/76

JA

3. Maturity date of obligation (if any) February 13, 1991

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

- One (1) Trillium 612 KSU Unit with
- Five (5) 612 Telephone Sets, Sn.
- One (1) Panther BLF Telephone, SN: B871000039A

Name and address of Assignee

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)

Landmark Marine, Inc.

X Robert Thompson  
(Signature of Debtor)

Robert Thompson/President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty  
(Signature of Secured Party)

Carole R. Hardesty / President

Type or Print Above Signature on Above Line

11.00 →



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

*Return to*  
HYATT, CHEP & PETERS, P.A.  
1919 WEST STREET  
P. O. BOX 1852  
ANNAPOLIS, MD 21404

BOOK 522 PAGE 215

(.449.)

FINANCING STATEMENT

271353

1. Name & Address of Debtor: K & B PROPERTIES, a Maryland general partnership  
912 Forest Drive  
Annapolis, Maryland 21403
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property: RECORD FEE 11.00  
POSTAGE .50

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property hereafter owned by the Debtor and located in or upon any interest or estate in land described on the attached Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, 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 and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all communications apparatus and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

(b) All of the Debtors partnership assets and property;

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

(d) Proceeds of all collateral are covered.

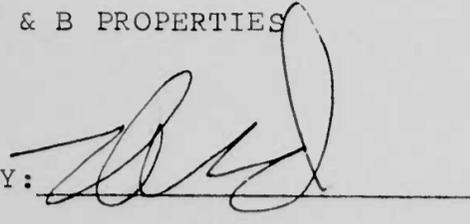
4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

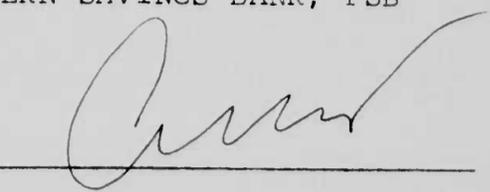
Debtor:

Secured Party:

K & B PROPERTIES

SEVERN SAVINGS BANK, FSB

BY: 

BY: 

realest/1k&bpro

11  
58

RECORD FEE 11.00  
POSTAGE .50  
#271353-0777 R01 T14#55  
01/20/88  
39

ALL that lot of ground situate in Anne Arundel County, State of Maryland and described as follows, that is to say:

BEGINNING for the same at a pipe found at the end of the South 27 degrees 53 minutes 30 seconds East 292.17 foot line of the conveyance from the Coastal Development Corporation to Bernard L. Frishman and Nathan Wechsler by deed dated May 13, 1963, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1657, folio 394, said point being on the southwest side of Bay Ridge Road, 40 feet wide, and running from said beginning point so fixed and with part of the South 33 degrees 18 minutes 10 seconds West 645.5 foot line of the above mentioned conveyance which is also part of the North 33 degrees 18 minutes 10 seconds East 271.18 foot line of the conveyance from Hillsmere Estates, Inc. to Joseph Donner and Rose, his wife, by deed dated June 13, 1960, and recorded among the said Land Records in Liber G.T.C. 1399, folio 17, reversely, South 33 degrees 18 minutes 10 seconds West 264.43 feet to a pipe found on the northeast side of the New Forest Drive right-of-way, as shown on State Roads Commission Plat No. 19882; thence with the northeast side of said New Forest Drive right-of-way North 66 degrees 10 minutes 10 seconds West 26.67 feet, North 65 degrees 45 minutes West 210.35 feet and North 70 degrees 11 minutes 40 seconds West 22.08 feet to a pipe set in the North 33 degrees 14 minutes 20 seconds East 463.72 foot line of the above mentioned conveyance to Bernard L. Frishman and Nathan Wechsler; thence with part of said line, North 33 degrees 14 minutes 20 seconds East 447.85 feet to a pipe found on the southwest side of Bay Ridge Road, 40 feet wide; thence with the southwest side of Bay Ridge Road, South 27 degrees 53 minutes 30 seconds East 292.17 feet to the place of beginning.

Containing 2.087 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in March, 1963 and described in June, 1964.

BEING the same property which was conveyed to K & B Properties, a Maryland General Partnership by deed dated December 14, 1983, from the Mount Moriah African Methodist Episcopal Church of Annapolis, Maryland, which deed is recorded among the Land Records of Anne Arundel County in Liber e.A.C. 3673, folio 207.

FINANCING STATEMENT

To be recorded in the: (1) Financing Statement Records  
of the Maryland Department of Assessments and Taxation **271354**

BOOK **522** PAGE **217** (2) \_\_\_\_\_ in Land Records of  
\_\_\_\_\_ County \_\_\_\_\_

(3) Financing Statement Records  
of Anne Arundel County,  
Maryland \_\_\_\_\_

This Financing Statement evidences and publicizes the lien and provisions of an Assignment of Lessor's Interest in Leases from the Debtor to Farmers National Bank of Maryland dated January 15, 1988, securing a Deed of Trust in the principal amount of One Hundred Thousand Dollars (\$100,000.00). No recordation tax is required.

NAMES AND ADDRESSES OF DEBTOR:

Ronald A. Jones  
20 Hudson Street  
Annapolis, Maryland 21401

NAME AND ADDRESS OF SECURED PARTY:

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

RECORD FEE 12.00  
POSTAGE .50  
#023310 0040 R04 T15100  
01/20/88  
JA

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

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

1250

(a) Interest in all Leases upon all or any part of the Premises known as 20 Hudson Street, Annapolis, Maryland and further described in a deed recorded among the land records of Anne Arundel County in Liber 2951, folio 217. BOOK 522 PAGE 218

Dated: January 15, 1988

DEBTOR:

Donald A. Jones (SEAL)  
Ronald A. Jones

Mary C. Brusnighan (SEAL)  
By: Mary C. Brusnighan, His  
Attorney In Fact

Michael E. ...  
...  
...  
Annapolis, Maryland 21401

FINANCING STATEMENT

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

This Financing Statement evidences and publicizes the lien and provisions of an Indemnity Assignment of Lessor's Interest in Leases from the Debtor to Farmers National Bank of Maryland dated January 15th , 1988, securing a Letter of Credit in the principal amount of One Hundred Thousand Dollars (\$100,000.00). No recordation tax is required.

NAMES AND ADDRESSES OF DEBTOR:

Ronald A. Jones  
20 Hudson Street  
Annapolis, Maryland 21401

NAME AND ADDRESS OF SECURED PARTY:

Lender:

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

RECORD FEE 12.00  
POSTAGE .50  
#023340 0040 NO# T.15105  
01/30/88

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

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

12.00

(a) Interest in all Leases upon all or any part of the Premises known as 20 Hudson Street, Annapolis, Maryland and further described in a deed recorded among the land records of Anne Arundel County in Liber 2951, folio 217.

Dated: *January 15,* 1988

DEBTOR:

*Ronald A. Jones* (SEAL)  
\_\_\_\_\_  
Ronald A. Jones

*Mary C. Brusnighan* (SEAL)  
\_\_\_\_\_  
By: Mary C. Brusnighan, His  
Attorney In Fact

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

1. Name of Debtor(s): HOUSE OF TROPICALS, INC.  
Address: 7462 Baltimore Blvd.  
Glen Burnie, Md. 21061

271356

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:

inventory & equipment

RECORD FEE 12.00

POSTAGE .50

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

4217490 0777 R01 T11:20

01/20/88

34

(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): HOUSE OF TROPICALS, INC.

Secured Party:

.....  
John Hresko-President

FIRST AMERICAN BANK OF MARYLAND

.....  
*John Hresko*  
.....

By: .....

..... Dennis Ortiz, A.V.P. ....  
(Type Name and Title)

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

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

128

Mail to First Amer. Bank



Attachment to Maryland Financing Statement.

BOOK 522 PAGE 223

Additional Debtor names and addresses to be cross referenced as follows.

Names

Commerce Distributors, Inc.  
Commerce Electric Supply, Inc.  
Good Tidings Incorporated.

Addresses

- |   |   |
|---|---|
| 1. 815 A Central Avenue<br>Linthicum, MD. 21090     | 6. 1307 E. Patrick Street<br>Frederick, MD. 21701 |
| 2. 14700 Southlawn Lane<br>Rockville, MD. 20850     | 7. 839 Baltimore Blvd.<br>Westminster, MD. 21157  |
| 3. 75 Gwynn's Mill Court<br>Owings Mills, MD. 21117 | 8. 330 W. 23rd Street<br>Baltimore, MD. 21217     |
| 4. 9520 A Gerwig Lane<br>Columbia, MD. 21046        |   |
| 5. 2220 Greenspring Avenue<br>Timonum, MD. 21093    |   |

Debtor

*Mac Lentons*

Commerce, Inc.

Commerce Distributors, Inc.  
Commerce Electric Supply, Inc.  
Good Tidings, Inc.

Secured Party

*Jackie D. Smeal*

The First National Bank of Maryland

271301

BOOK 522 PAGE 224

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

No. of Additional Sheets Presented

Maryland

3  The Debtor is a transmitting utility

4 For Filing Officer Date Time No. Filing Office

1 Debtor(s) (Last Name First) and Address(es)  
Baldwin Line Construction  
of Maryland, Inc.  
6121 Rt. 322  
Narvon, PA 17555

2 Secured Party(ies) Name(s) and Address(es)  
Blue Ball National Bank  
PO Box 580  
Blue Ball, PA 17506

5 This Financing Statement covers the following types (or items) of property: All inventory, goods, merchandise, raw materials, work-in-process, or materials, whether owned or hereafter acquired, held for sale, or consumed in borrower's business, with all existing and future accounts, accounts receivable, contract rights, chattel paper, notes, instruments, documents, contracts, chosen in action, returned and unearned, con't. Assigner(s) of Secured Party and Address(es)

6  Products of the Collateral are also covered

7  The described crops are growing or to be grown  
 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

9 Name of a Record Owner

RECORD FEE 11.00  
POSTAGE .50  
RECORD FEE 11.00  
POSTAGE .50  
01/21/88

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s), or					
<input type="checkbox"/> Lessee(s) and Lessor(s)					

Baldwin Line Construction of Maryland, Inc. Blue Ball National Bank

By [Signature] - President By [Signature]  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL # 1150  
(5-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

BOOK 522 PAGE 225

071002

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 Piping and Corrosion Specialties, Inc.

Address 8371 Jumpers Hole Road Millersville, MD 21108

RECORD FEE 17.00

2. SECURED PARTY

Name Cearfoss Construction

POSTAGE .50

Address 4410 Joh Avenue Baltimore, MD 21227

AC28130 0777 R01 T08143

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

01/21/88

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)

Piping and Corrosion Specialties, Inc.

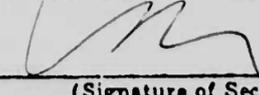
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
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, ADMIN. V.P.**

CONDITIONAL SALE CONTRACT NOTE BOOK 522 PAGE 226

TO: Cearfoss Construction Co., Inc. (Seller) FROM: Piping and Corrosion Specialties, Inc. (Buyer)
4410 Job Avenue Baltimore, MD 21227 8371 Jumpers Hole Road Millersville, MD 21108
(Address of Seller) (Address of Buyer)

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

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8371 Jumpers Hole Road Millersville Anne Arundel Co. Maryland

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 Twenty six thousand nine hundred twenty eight and 00/100 \*\*\*\*\* Dollars (\$ 26,928.00 )

being the above indicated Contract Price (hereinafter called the "time balance") in 35 successive monthly installments, commencing on the 16th day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 748.00 and the final installment being in the amount of \$ 748.00 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.

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.

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: November 2, 19 87 BUYER(S)-MAKER(S):
Accepted: Cearfoss Construction (SEAL) Piping and Corrosion Specialties, Inc. (SEAL)
By: Gay P. Pearce V.P. By: Thomas Mollica (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by \_\_\_\_\_

\*and to redeem the property if repurchased for default and require under certain conditions a resale of the property if repurchased.

INITIAL HERE

INITIAL  
G.P.C.

HERE

INITIAL  
G.P.C.

HERE

INITIAL  
G.P.C.

HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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 the property in danger of misuse, concealment, or misappropriation, 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) empower Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, applying the net proceeds to all charges and 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 (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all rights to a trial by jury in any action or proceeding based hereon.

Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. A part of the consideration for Seller's execution of this contract note is the contract note and any other documents hereon, and the fact of their execution and in their name, place and date, and to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown hereon, 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.

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_\_  
(Witness) \_\_\_\_\_ By: \_\_\_\_\_ (SEAL) Signature of Seller  
(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 522 PAGE 228

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 November 2, 1987

between Coastal Construction Co., Inc. as Seller/Lessor/Mortgagee and Piping and Corrosion Specialties, Inc. 3371 Jumpers Hole Road Hillersville, MD 21108 (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, chattel mortgages and installment paper; it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatrued 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 use 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 26,130.00 NOV 2 19 87  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

COASTAL CONSTRUCTION Co., Inc.  
(Seller/Lessor/Mortgagee)

By Sam P. Coates V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

BOOK 522 PAGE 229

4009153

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) Accutech Company, Inc. Patapsco Center II 890-0 Barkwood Court Linthicum Heights, MD. 21090	2. Secured Party(ies) and address(es) Phillips Financial Services, Inc. 114 Forbes Street Annapolis, MD. 21401	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORDED FEE 10.00 POSTAGE .50 4009153 0777 201 TOP 19 03/10/87
4. This statement refers to original Financing Statement bearing File No. <u>Book 509 Page 373</u> Filed with <u>Anne Arundel County</u> Date Filed <u>March 10</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

General Electric Credit Corporation  
10480 Little Patuxent Parkway  
Suite 380  
Columbia, MD. 21044

No. of additional Sheets presented:

PHILLIPS FINANCIAL SERVICES, INC.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: [Signature]  
Signature(s) of Secured Party(ies)  
Richard J. Morgan

STANDARD FORM - FORM UCC, 3

BOOK 522 PAGE 230

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262700

RECORDED IN LIBER 500 FOLIO 21 ON 7-11-86 (DATE)

1. DEBTOR

Name Phillips Corporation

Address 10220 Old Columbia Rd., Columbia, MD 21046

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Ave., Towson, MD 21204

RECORD FEE 10.00

POSTAGE .50

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

#228500 0777 R01 T09:19

3. Maturity date of obligation (if any) \_\_\_\_\_

01/21/88

AH

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Partial Release with respect to those certain Equipment Leasing Agreements assigned to General Electric Credit Corporation from Phillips Financial Services, Inc. on Dec. 28, 1987. Those certain accounts include Equipment Leasing Agreements by and between Phillips Financial Services, Inc. and the following:

- Accutech Company, Inc. dated 2/25/87 (Phillips Lease #990)
- Fluidyne Corporation dated 9/14/87 (Phillips Lease #1002)
- Collins Precision Machining dated 4/30/86 (Phillips Lease #971)
- E. I. Dupont DeNemours & Co., Inc. dated 10/29/87 (Phillips Lease #1011)

Dated 12/15/87

Stephen Chenwell  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262700

RECORDED IN LIBER 500 FOLIO 21 ON 7-11-86 (DATE)

1. DEBTOR

Name Phillips Corporation

Address 10220 Old Columbia Rd., Columbia, MD 21046

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Ave., Towson, MD 21204

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

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
MORTGAGE .50

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Partial Release with respect to those certain Equipment Leasing Agreements assigned to General Electric Credit Corporation from Phillips Financial Services, Inc. on Dec. 25, 1987. Those certain accounts include Equipment Leasing Agreements by and between Phillips Financial Services, Inc. and the following:

- Accutech Company, Inc. dated 2/25/87 (Phillips Lease #990)
- Fluidyne Corporation dated 9/14/87 (Phillips Lease #1002)
- Collins Precision Machining dated 4/30/86 (Phillips Lease #971)
- E. I. Dupont DeNemours & Co., Inc. dated 10/29/87 (Phillips Lease #1011)

RECORDED 0777 R01 T09:19  
01/21/88  
AH

Dated 12/15/87

Stephen Clemwell  
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

271425

FINANCING STATEMENT FORM UCC-1

Identifying File No. 522 PAGE 232

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.

RECORDATION TAXES PAID TO STATE OF MARYLAND

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

1. DEBTOR

Name Building Owners and Managers Institute International Incorporated
Address 1521 Ritchie Highway, Arnold, MD 21012

2. SECURED PARTY

Name General Electric Credit Corporation
Address 900 Kings Highway North Cherry Hill, NJ 08034

RECORD FEE 49.00

POSTAGE .50

MD27500 0777 R01 T09#21

01/21/88

JA

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)

Various Steelcase Furniture as more specifically described on the attached invoice, attached hereto and made a part hereof by reference. With all attachments and accessories and additions now and hereafter attached thereto and made a part hereof.

DEBTOR IS NOT AUTHORIZED TO SELL EQUIPMENT

THIS IS A FIXTURE FILING

Filed with County Clerk of Anne Arundel

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Building Owners and Managers Institute International Incorporated

(Signature of Debtor)

Handwritten signature of Ram B. Surt...

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation

(Signature of Secured Party)

Handwritten signature of GE Credit Corporation

Type or Print Above Signature on Above Line

49.50



Commercial Office Environments 4600 Boston Way  
Lanham, Maryland 20706-1886  
301/459-2440

BOOK 522 PAGE 233

INVOICE NO. C 5995  
Page 1  
INVOICE DATE 12/24/97  
SHIP DATE 12/21/97  
TERMS net 10 days

S  
O  
L  
D  
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Building Owners & Managers  
Institute International  
PO Box 9709 1821 Ritchie Hwy 3A  
Annapolis, MD 21012  
ATTN: ACCOUNT PAYABLE SUPERVISOR

05995

S  
H  
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Building Owners & Managers  
Institute International  
PO Box 9709 1821 Ritchie Hwy 3A  
Annapolis, MD 21012  
ATTN: MICHELLE BRANDES

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3053		C08004	C08004	JOE MICHALEK	G
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
2	9059A	30X60 UA W/LOCK 4686 Warm Brown Value #1 2765 WARM BROWN VALUE #1 4686 Warm Brown Value #1 KEY: 1 EACH: FR305-307, FR315-317 2 EACH: FR308		487.20	3897.60
2	9059B	30X60 UA W/LOCK W/PED 4686 Warm Brown Value #1 2765 WARM BROWN VALUE #1 4686 Warm Brown Value #1 KEY: FR313-314		650.30	1300.60
6	9037H	60IN OPEN SERVICE MODULE W/SHLF 4186 Warm Brown Value #1 4186 WARM BROWN VALUE #1 5410		458.90	2753.40
4	99004/02	30X45 W/S W/LOCK 4686 Warm Brown Value #1 2765 WARM BROWN VALUE #1 4686 Warm Brown Value #1 KEY: FR305-306, FR315-317		176.40	705.60
(CONTINUED)					

Form 501 (3/87)

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Commercial Office Environments 4600 Boston Way  
Lanham, Maryland 20706-1886  
301/459-2440

INVOICE NO. 522 PAGE 234  
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Building Owners & Managers  
Institute International  
PO Box 9707 1521 Riddick Hwy  
Arnold, MD 21012  
ATTN: ACCOUNTS PAYABLE SUPERVISOR

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Building Owners & Managers  
Institute International  
PO Box 9707 1521 Riddick Hwy  
Arnold, MD 21012  
ATTN: MICHELLE BRANDIS

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3039		008004	008004	JOE MICHALEK	3
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
1	99004APC	20X45 W/S W/LOCK 4585 Warm Brown Value #1 2756 WARM BROWN VALUE #1 4585 Warm Brown Value #1 KEY: FR311		259.00	259.00
2	99004ACF	20X45 W/S W/LOCK 4585 Warm Brown Value #1 2756 WARM BROWN VALUE #1 4585 Warm Brown Value #1 KEY: FR309-310		259.00	518.00
3	99213ACC	30X50 W/S W/LOCK 4585 Warm Brown Value #1 2756 WARM BROWN VALUE #1 4585 Warm Brown Value #1 KEY: FR309-311		237.30	711.90
4	99213APC	30X50 W/S W/LOCK 4585 Warm Brown Value #1 2756 WARM BROWN VALUE #1 4585 Warm Brown Value #1 KEY: FR305, 307, 312, 315		336.70	1346.80
(CONTINUED)					

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Commercial Office Environments

4600 Boston Way  
Lanham, Maryland 20706-1886

301/459-2440

BOOK 522 PAGE 235

INVOICE NO. C46398

Page: 3

INVOICE DATE 12/24/87

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Hwy 3A  
Arnold, MD 21012  
ATTN: ACCTS PAYABLE SUPERVISOR

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Hwy 3A  
ARNOLD, MD 21012  
ATTN: MICHELLE BRANDES

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A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
0033		008004	008004	JOE MICHALEK	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
3	99213ACP	30X60 W/S W/LOCK 4686 Warm Brown Value #1 2766 WARM BROWN VALUE #1 4686 Warm Brown Value #1 KEY: FR306, 315, 317		336.70	1010.10
3	9013EWP	20X45 RETURN/BRIDGE U/A 4686 Warm Brown Value #1 2766 WARM BROWN VALUE #1 4686 Warm Brown Value #1 6617 Warm Brown Value #1		226.80	680.40
1	9013EHL	20X45 RETURN U/A W/LOCK RIGHT HAND 4686 Warm Brown Value #1 2766 WARM BROWN VALUE #1 4686 Warm Brown Value #1 6617 Warm Brown Value #1 KEY: FR312		299.60	299.60

(CONTINUED)

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Commercial Office Environments

4600 Boston Way  
Lanham, Maryland 20706-1886  
301/459-2440

BOOK 522 PAGE 236

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Accounting Owners & Managers  
Institute International  
9300 - 9709 1521 Ritchie Hwy 3A  
Arundel MD 21012  
ATTN: ACCOUNTS PAYABLE SUPERVISOR  
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Accounting Owners & Manager  
Institute International  
9300 - 9709 1521 Ritchie Hwy 3A  
Arundel MD 21012  
ATTN: MICHELLE BRANDEE

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
A 50		008004	008004	JOE MICHALEK	9
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
1	9013DENL	20X45 RETURN U/A W/LOCK LEFT HAND 4686 Warm Brown Value #1 2766 WARM BROWN VALUE #1 4686 Warm Brown Value #1 6617 Warm Brown Value 2 KEY: FR313		299.50	299.50
1	9087F	60"W SERVICE MODULE W/BINDER BINE 4686 Warm Brown Value #1 4686 Warm Brown Value #1 5410 Blue		697.20	697.20
7	99947	30"D FILE/FILE PED 4686 Warm Brown Value #1		241.50	1710.50
11	99230	30"D BOX/FILE PED 4686 Warm Brown Value #1		163.10	1794.10
6	99593	20"D FILE/FILE PED 4686 Warm Brown Value #1		237.50	1425.00
3	99409	CENTER DRAWER 4686 Warm Brown Value #1		63.00	519.00
(CONTINUED)					

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Commercial Office Environments 4600 Boston Way  
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301/459-2440

BOOK 522 PAGE 237

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Hwy 3A  
Arnold, MD 21012  
ATTN: ACCTS PAYABLE SUPERVISOR

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Hwy 3A  
Arnold, MD 21012  
ATTN: MICHELLE BRANDES

05995

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
5053		008004	008004	Jc MICHAEL	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
24	98513	30"W BINDER BIN 4686 Warm Brown Value #1		174.30	4183.20
13	99826	TASKLIGHT 32-1/8" 4686 Warm Brown Value #1		158.20	2056.60
12	F40T12CW	48" FLUORESCENT TUBES		3.32	43.16
1	9001A	20X30 RETURN U/A 4686 Warm Brown Value #1 2758 Warm Brown Value #1 4686 Warm Brown Value #1 6517 Warm Brown Value 2		280.70	280.70
10	98655	PAGE POWER IN		70.00	700.00
4	98805	30"W HALF HEIGHT SHELF 4686 Warm Brown Value #1		69.30	277.20
10	458-12530	DESK CHAIR SIZE II MID BACK W/T ARMS AND UPH OUTER SHELL AND ARM CAPS 5250 B086 Red Red Violet Value #1		517.30	5173.00
(CONTINUED)					

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Commercial Office Environments 4600 Boston Way  
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301/459-2440

BOOK 522 PAGE 238

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Highway  
Arnold, MD 21012  
ATTN: ACUTE PAYABLE SUPERVISOR

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Building Owners & Managers  
Institute International  
PO Box 9709 1521 Ritchie Highway  
Arnold, MD 21012  
ATTN: MICHELLE BRANDES

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A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
2033		008004	008004	JOE MICHALEK	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
4	458-30030	SIDE CHAIR SIZE II MID BACK ARMLESS SWIVEL FIXED HEIGHT UPH OUTER SHELL 6250 8386 Red Red Violet Value #		357.00	1428.00
1	458-12100	DESK CHAIR SIZE III HIGH BACK OMEGA ARMS W/UPH OUTER SHELL AND ARM CAPS 6253 8381 Blue Value #		611.10	611.10
2	458-30030	SIDE CHAIR SIZE II MID BACK W/OMEGA ARMS AND UPH OUTER SHELL AND ARM CAPS 6250 8386 Red Red Violet Value #		384.30	768.60
2	930-601	5 HIGH LETTER SIZE LATERAL FILE W/LOCK 4666 Warm Brown Value #1		604.80	1209.60
(CONTINUED)					

Form 501 (3/87)

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Commercial Office Environments  
 4600 Boston Way  
 Lanham, Maryland 20706-1886  
 301/459-2440

BOOK 522 PAGE 239

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Building Owners & Managers  
 Institute International  
 PO Box 7709 1521 Ritchie Hwy  
 Arnold, MD 21012  
 ATTN: ACCTS PAYABLE SUPERVISOR  
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Building Owners & Managers  
 Institute International  
 PO Box 7709 1521 Ritchie Hwy  
 Arnold, MD 21012  
 ATTN: MICHELLE BRANDES

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
 PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3030		008004	008004	JDE MICHALEX	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
5	936-501	5 HIGH LATERAL FILE LETTER SIZE W/LOCK 4686 Warm Brown Value #1		695.10	3475.50
2	942-501	5 HIGH LATERAL FILE LETTER SIZE W/LOCK 4686 Warm Brown Value #1		798.90	1577.80
4	820-501	5 DRAWER LETTER FILE W/LOCK 4686 Warm Brown Value #1		378.00	1512.00
1	815000	30X30 TABLE 4687 WARM BROWN VALUE #2 2766 WARM BROWN VALUE #1 4217 Warm Brown Value #2		203.70	203.70
3	458-1170	DESK CHAIR DIZE LT MED THK ARMLESS W/UPH OUTER SHELL 6250 8986 Red Red Violet Value 4		491.20	1473.60
4	800-201	2 HIGH LETTER SIZE LATERAL FILE W/LOCK 4686 Warm Brown Value #1		290.50	1162.00
(CONTINUED)					

Form 501 (3/87)

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METRO BUSINESS FORMS (301) 948-0700





Commercial Office Environments 4600 Boston Way  
 Lanham, Maryland 20706-1886  
 301 459-2440

BOOK 522 PAGE 241

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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 Arnold, MD 21012  
 ATTN: ACCTS PAYABLE SUPERVISOR

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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 ARNOLD, MD 21012  
 ATTN: MICHELLE BRANDES

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A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
 PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3033		COB004	COB004	JOE MICHALEK G	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
13	98862	WIRE MANAGER 6617		8.40	109.20
3	98683-1D	DUPLEX RECEP LINE 1 QTY: 3 CARTONS 6617 Warm Brown Value 2		71.40	214.20
3	98683-2D	DUPLEX RECEP LINE 2 QTY: 3 CARTONS 6617 Warm Brown Value 2		71.40	214.20
1	98688	65"H POWER POLE 4686 Warm Brown Value #1		153.30	153.30
1	98211	20X65 T/A PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		235.90	235.90
(CONTINUED)					

Form 501 (3/87)

ORIGINAL CUSTOMER INVOICE

METRO BUSINESS FORMS (301) 948-0700  
 Forms Management Systems



Commercial Office Environments  
 4600 Boston Way  
 Lanham, Maryland 20706-1886  
 301-459-2440

BOOK 522 PAGE 242

INVOICE NO. C46583  
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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 Arnold, MD 21012  
 ATTN: ACCTS PAYABLE SUPERVISOR

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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 ARNOLD, MD 21012  
 ATTN: MICHELLE BRANDES

05995

A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
 PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3033		COB004	COB004	JOE MICHALEK	G
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
2	98212	25X65 T/A PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		259.00	518.00
25	98213	30X65 T/A PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		297.50	7437.50
27	98213-P3	30X65 T/A POWER PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		367.50	9922.50
2	98215	45X65 T/A PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		362.60	725.20

(CONTINUED)

Form 501 (3/87)

ORIGINAL CUSTOMER INVOICE

METRO BUSINESS FORMS (301) 948-0700  
 Forms Management Systems



Commercial Office Environments  
 4600 Boston Way  
 Lanham, Maryland 20706-1886  
 301/459-2440

BOOK 522 PAGE 243

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 TERMS net 10 days

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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 Arnold, MD 21012  
 ATTN: ACCTS PAYABLE SUPERVISOR

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Building Owners & Managers  
 Institute International  
 PO Box 9709 1521 Ritchie Hwy3A  
 ARNOLD, MD 21012  
 ATTN: MICHELLE BRANDES

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A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL  
 PERCENTAGE RATE OF 24% WILL BE CHARGED ON ACCOUNTS PAST DUE 30 DAYS OR MORE.

CUSTOMER PURCHASE ORDER NO.		SALES ORD NO.	JOB NO.	SALESPERSON	
3033		CO8004	CO8004	JOE MICHALEK G	
QUANTITY	CATALOG NO.	DESCRIPTION		UNIT PRICE	TOTAL
5	98215-P3	45X65 T/A POWER PANEL 4686 Warm Brown Value #1 5410 Blue 5410 Blue 6617 Warm Brown Value 2		432.60	2163.00
14	98716	65"H WALL ATTACHMENT BRACKET 4686 Warm Brown Value #1		32.90	460.60
				BALANCE DUE	22153.60

METRO BUSINESS FORMS (301) 946-0700  
 Forms Management System

FINANCING STATEMENT

271363

- 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 \$ 241,300.00 \*. 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 Circuit Court for Baltimore City with filing of Financing Statement filed July 14, 1987 in Libor 416

5. Debtor(s) Name(s) Address(es) Folio 2241  
 Joseph P. Bartlinski, Sr., and Bartlinski Chiropractic Center  
 Joseph Bartlinski, Jr., D.C., P.A. 337 Hospital Dr. Bldg. B  
 Glen Burnie, MD. 21061

6. Secured Party Address  
 Equitable Bank, National Association Commercial Note Dept.  
 Attention: Frances R. Poudler 100 S. Charles Street  
 Loan Servicing Asst. Baltimore, MD. 21201

RECORD FEE 12.00  
.50

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

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

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

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

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

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

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

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

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

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

Debtors Joseph P. Bartlinski, Sr., and Joseph Bartlinski, Jr., D.C., P.A.

By: [Signature] (Seal) By: [Signature] (Seal)  
 Joseph P. Bartlinski, Sr. Joseph Bartlinski, Jr.  
 President Vice President  
 \_\_\_\_\_ (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.

\* This financing statement is being filed because the Debtor has added an additional place of business since the original filing in July 14, 1987

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

1250

UNIFORM COMMERCIAL CODE **BOOK 522 PAGE 245**  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 504 Page No. 474  
Identification No. 264514 Dated Oct. 28, 1986

1. Debtor(s) { ALCAP Construction, Inc.  
Name or Names--Print or Type  
8009-I Jumpers Hole Rd Pasadena MD 21122  
Address--Street No., City - County State Zip Code

2. Secured Party { The Bank of Baltimore Commercial Loan Dept.  
Name or Names--Print or Type  
P.O. Box 896 Baltimore MD 21203  
Address--Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_  
RECORD FEE 10.00  
POSTAGE .50

4. Check Applicable Statement: RECORDED 0777 R01 T09+23  
01/21/88  
JA

<p><b>A. Continuation</b> .....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> .....<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> .....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> .....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Dated: 1/13/88 The Bank of Baltimore  
Name of Secured Party  
Charles H. Devaud, Jr.  
Signature of Secured Party  
Charles Devaud, Vice President  
Type or Print (Include Title if Company)

10750  
EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
1115 CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

BOOK 522 PAGE 246

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

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 256751 recorded in Liber EAC 485 Folio 342 on May 16, 1985 at 10:47 a.m. (date)

1 DEBTOR(S)  
 Name(s) Robert J. Green, Individually and T/A Ferndale Shell  
 Address(es) 7177 Baltimore-Annapolic Blvd.  
Glen Burnie, Maryland 21061

2 SECURED PARTY  
 Name Equitable Bank, National Association  
 Address 100 South Charles Street  
Baltimore, Maryland

ATTENTION: HARRY J. OXFORD, JR. COMMERCIAL NOTE DEPARTMENT  
 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  ~~XXXX~~ 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

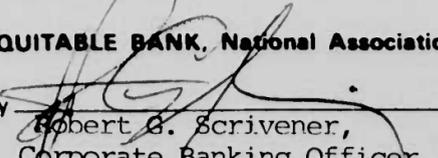
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01/21/88  
JA

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1500

SECURED PARTY:

**EQUITABLE BANK, National Association**  
By   
**Robert S. Scrivener,**  
**Corporate Banking Officer**  
(Type Name and Title)

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

A. A. Co.

FINANCING STATEMENT

File No 221301

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

1. DEBTOR(S) and Address(es) Davis Media, Ltd T/A Davis Deejays 905 Bay Ridge Rd Annapolis, MD 21403	2. SECURED PARTY and Address 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, substitutions and replacements), used in or related to the conduct of event entertainment coordination (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:

(see "Exhibit A")

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 12.00  
RECORD TAX 175.00

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. .50

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$25,000.00

RECORDED 0777 R01 109129  
01/21/88  
JA

DEBTOR:  
Davis Media, Ltd T/A Davis Deejays

SECURED PARTY:  
SIGNET BANK/MARYLAND

By: Bill H. Halperin, Proprietor  
(Type Name)

By: Ross L. Brown, A.V.P.  
(Type Name)

By: D. Jeanne Halperin, Proprietor

January 8 19 88  
(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.

12/15/88

EXHIBIT A

6 Theatervision projection systems  
( TV, screen and stands serial #1156Q10)

JVC video camera (serial #14721675)

2 Sharp video recorders VC4810 (serial #793161,  
#779618)

Desks and furnishings

Office equipment

20 additional Bose 802 speakers (serials unknown)

10 additional Peavy CS5800 amps (serials unknown)

10 additional Numark 1550 mixers (serials unknown)

5 Lighting Controllers

5 sets Meteor trilighte

4 Bose 302 base cabinets

2 QSC Amplifiers

2 Peavy columns

2 Kasino columns

4 Sun speakers

2 Technics compact disc players

2 Technics cassette machines

Record library  
20,000 albums  
65,000 singles

Connecting cords

Turntables  
120 Technics turntables

45 Bose equalizers

45 Ultimate support speaker stand sets

4 Peavy SP2 speakers (9E31959, 9E31950, 9E31958,  
9E31961)

2 Yamaha speakers

2 Wards TV monitors (serial #26815, 11578)

Toshiba monitor (serial #90656364)

Toshiba monitor (serial #96602227)

Canon VCR (serial #A45A53391)

Magnavox camera (serial #33263581)

Hitachi video camera VKC850 (serial #20705012)

General Electric video camera (serial #6L1N71288)

Magnavox VCR (serial #33290526)

BOSE 802 Speakers

Serial #'s 129316, 124104, 119715, 073533,  
11429, 115729, 130556, 130517, 129519,  
115656, 129514, 129520, 129323, 129517,  
115686, 065893, 119827, 038189, 055463,  
041434, 124110, 049364, 115794, 118013,  
139791, 138922, 115788, 718014, 115814,  
041437, 130553, 073510, 103631, 114925,  
062346, 104275, 139811, 107259, 049412,  
108602, 143359, 130537, 49372, 138889

PEAVY CS 800 Amplifiers

Serial #'s 5A-0230418, 5A-02115134, 5A-02251609,  
5A-012675, 5A-02251755, 5A-02251761,  
6A-02520193, 4A-01735252, 5A-02115629,  
5A-01416730, 5A-02251768, 5A-02251785,  
6A-02547999, 5A-02115614, 5A-02115130,  
5A-0476406, 5A-0230421, 4A-01968271,  
5A-02377786

NUMARK 1550 Mixers

Serial #'s 55300025, 30160617, 74380157, 61340296,  
51200213, 6330189, 63360047, 30160242,  
61340421, 57310433, 51280073, 19040656,  
30160269, 63360059, 74380155, 42190036,  
63360017, 42190076, 57310376, 55300247,  
04900852, 61340313, 42190088, 26080351,  
29100029, 21060740, 42190037

*A.L.G.  
Chattelle  
25*

BOOK 522 PAGE 249

271305

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP  
173 Jennifer Road  
Annapolis, Maryland 21401

RECORD FEE 12.00

2. NAME AND ADDRESS OF SECURED PARTY:

SECOND NATIONAL FEDERAL SAVINGS BANK  
Post Office Box 1767  
Annapolis, Maryland 21404

POSTAGE .50

4228700 DT77 P01 TOP:35

01/21/88

*JR*

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 that certain Lease numbered 15238, dated March 13, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15313, dated May 22, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15314, dated May 22, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15315, dated May 22, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15346, dated July 1, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15359, dated July 11, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15373, dated October 18, 1985, by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15374, dated September 19, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15375, dated August 6, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15376, dated July 25, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15377, dated December 30, 1985 by and between Leasing Systems, Inc. and Debtor; that certain Lease numbered 15544, dated May 16, 1986 by and between Leasing Systems, Inc. and Debtor, together with all purchase options relating to any of the foregoing and all amendments, modifications, renewals, and replacements of all of the foregoing.

*12.50*

BOOK 522 PAGE 250

(b) All right, title and interest of Debtor in and to the equipment and/or other personal property covered by and described in the equipment leases further described in the foregoing Item (a) and any schedule, exhibit or other addendum thereto, both now owned and hereafter acquired and wherever located, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of 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 property, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.  
The security interest publicized by this financing statement secures a contingent obligation of the Debtor.

6. RETURN TO: Jean Sheftic Bilodeau, Esquire  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

DEBTOR:

ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP

By: Lester H. Shor  
Lester H. Shor  
General Partner

12/31/87, 1987  
(Date signed by Debtor)

271306

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)  
 Gardiner & Gardiner, Inc.  
 2111 Baldwin Avenue  
 Crofton, MD 21114  
 M-32300

(2) Secured Party(ies) (Name(s) And Address(es))  
 Alban Tractor Co., Inc.  
 P O Box 9595  
 Baltimore, MD 21237

RECORD FEE 11.00

POSTAGE .50

#228760 DT77 R01 TOP139

(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)  
 Associates Commercial Corporation  
 8002 Discovery Drive, #420  
 Richmond, VA 23288

01/21/88

3

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D4B Tractor S/N 2XF00558  
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

aa Not Subject To Recordation Tax

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Gardiner & Gardiner, Inc.

(By) *Ronald A. Bloch* Vice President - Finance & Legal Affairs  
 Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

1130

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Mark N. Welsh*  
 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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 522 PAGE 252

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 236470 recorded in Liber 433, Folio 505 on February 2, 1981 (date).

1. DEBTOR(S)  
 Name(s) Tuxedo International, Inc.  
 Address(es) Ritchie - Robinson Shopping Center  
Space B, 499 Ritchie Highway, Severna Park, Md

2. SECURED PARTY  
 Name: Columbia Bank & Trust Co.  
 Address: P.O. Box 888, Columbia, Md 21044

Person and Address to whom Statement is to be returned if different from above  
Braemer Abelson & Hitchner  
Attn: Nancy P. Smith, Legal Assistant  
1300 Two Mellon Bank Center  
Philadelphia, PA 19102

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

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

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

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

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

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

8. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
8229770 0797 R01 109#40  
01/21/88  
39

9. DEBTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
EQUITABLE BANK, National Association Merger, successor  
of Columbia Bank & Trust Co.  
By Robert Scrivener  
Corporate Banking Officer  
(Type Name and Title)

10.50

BOOK 522 PAGE 253

62-3184

271367

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
(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.

Richard Edward Davison  
#235 Waysons Mobile Court  
Lothian, Md. 20711

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

RECORD FEE 11.00

POSTAGE .50

#20820 C777 R01 T0942

01/21/88

JA

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1987 Liberty, 52X14, 2Br., serial #08-L-58923

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 Edward Davison  
Signature of Debtor if applicable (Date) 1-12-88

1/15/88

Kelley A. Blum 11/12/88  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)  Tate Dodge Annapolis, Inc		2. Debtor(s) Complete Address(es)  1833 West St. Annapolis, Maryland 21401
3. Secured Party(ies) and Complete (Address(es))  CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, Ct 06436  Att: Credit & Collection Dept.		4. Assignee(s) of Secured Party(ies) and Complete Address(es)
5. This Financing Statement covers the following types (or items) of property (Describe) "This Financing Statement covers and the debtor hereby grants to the secured party a security interest in: All of Debtor's inventory of motor vehicles financed by Chrysler Credit Corporation under Chrysler Credit Corporation's Dealer Rent-A-Car (DRAC) Program, whether now owned or hereafter acquired, together with all additions and accessories attached thereto, all Chattel Paper, Documents and Proceeds of the property covered by this financing statement including but not limited to, all Proceeds arising out of the rental, lease, sale or other disposition thereof, including all Money, Accounts, Contract Rights, General Intangibles, Chattel Paper, Insurance Proceeds, Notes and any other obligation or evidence of obligation to debtor."		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered.	7. <input checked="" type="checkbox"/> Products of collateral are also covered	No. of additional sheets presented: _____
8. Filed with Circuit Court Clerk of <u>Anne Arundel</u> County, Other _____		
9. Transaction is <input type="checkbox"/> , is not <input checked="" type="checkbox"/> . (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to _____		
SIGNATURE(S) OF DEBTOR(S):  A <u>Tate Dodge Annapolis, Inc</u>  BY <u><i>Creston Tate-Pres.</i></u> FILING OFFICER COPY		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES:  <u>Chrysler Credit Corporation</u>  BY <u><i>D.A. Ziegler</i></u> Title: <u>Branch Mgr.</u>
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

RECORD FEE 11.00  
POSTAGE .50  
4220890 CAT 701 709146  
01/21/88  
JA

1150

PLEASE RETURN TO:  
CHRYSLER CREDIT CORP.  
P. O. BOX 10015  
TOWSON, MD 21204

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 66  
Identification No. 253933 Dated September 25, 1984

1. Debtor(s) { C.W. Conover's Lounge, Inc.  
Name or Names—Print or Type  
8514 Fort Smallwood Road, Pasadena Maryland 21142 (Anne Arundel Co.)  
Address—Street No., City - County State Zip Code

2. Secured Party { Conover's Lounge, Inc.  
Name or Names—Print or Type  
625 Harberts Court, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

REGISTRY FEE 10.00

POSTAGE .50

REGISTRY (1777 RD) 109152

01/21/88

<p>A. Continuation .....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Secured party hereby assigns all of its right, title, interest and estate in the above referenced Financing Statement unto Maryland Commercial Loans, Inc., 3701 Old Court Road, Baltimore, Maryland 21208.

Dated: 11/20/86

Conover's Lounge, Inc.  
Name of Secured Party

Doris E. Michael, Pres.  
Signature of Secured Party

Doris E. Michael, President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Lee M. Snyder, 1777 Reisterstown Rd., Suite 212 Commercentre W. Baltimore, Maryland 21208

1650

STATE OF MARYLAND

Carol  
11/2/86  
10.50

BOOK 522 PAGE 256

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263622

RECORDED IN LIBER 502 FOLIO 256 ON Sept 1986 (DATE)

1. DEBTOR

Name Robert C. Dick and Carol M. Dick

Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 South Charles Street, Baltimore, MD 21201

RECORD FEE 10.00  
POSTAGE .50  
RECORDED STATE FILE TOP 57  
01/21/89  
JA

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
<p>Debtor's Name Change: from - Robert C. Dick and Carol M. Dick to - B &amp; C Bus Service, Inc.</p>	

B & C Bus Service, Inc.

*Robert C. Dick & Carol M. Dick*  
(signature of debtor)

FIRST MARYLAND LEASECORP

Dated 12/22/87

*W.R. Brown*  
(Signature of Secured Party)  
W.R. BROWN  
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

CM08  
AA Co.  
10.50

BOOK 522 PAGE 257

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269513

RECORDED IN LIBER 517 FOLIO 228 ON 09/03/87 (DATE)

1. DEBTOR

Name Robert C. and Carol M. Dick

Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

RECORD FEE 10.00  
POSTAGE .50  
RECEIVED OCT 17 1987 10:57  
01/21/88  
TTT

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Debtors Name Change: From - Robert C. Dick and Carol M. Dick to - B &amp; C Bus Service, Inc.</p>	

B & C Bus Service, Inc.

*Robert C. Dick*  
(signature of debtor)

FIRST MARYLAND LEASECORP

Dated 12/22/87

*W. R. Brown*  
(Signature of Secured Party)  
W. R. BROWN  
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

BOOK 522 PAGE 258

27507  
R.A. Carter  
10.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267624

RECORDED IN LIBER 572 FOLIO 252 ON 5/18/87 (DATE)

1. DEBTOR

Name Robert C. Dick and Carol M. Dick (Individual)

Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address P.O. Box 1596, Baltimore, Maryland 21203

RECORD FEE 10.00

POSTAGE .50

01/21/88

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>Change Debtor's Name: from - Robert C. and Carol M. Dick to - B &amp; C Bus Service, Inc.</p>	

B & C Bus Service, Inc.

[Signature]  
(signature of Debtor)

FIRST MARYLAND LEASECORP

Dated 12/22/87

[Signature]  
(Signature of Secured Party)

W.R. BROWN  
Type or Print Above Name on Above Line

1030

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

3 MATURITY DATE (If Any) 20 JAN 88  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
DAVIS RICHARD M.  
3886 BIRDSVILLE RD  
DAVIDSONVILLE MD 21035  
214508100 AF

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

4 This statement refers to original Financing Statement bearing File No 494-002  
Filed with ANNE ARUNDEL MD Date Filed 20 JAN 86

- 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

RECORD FEE 10.00  
POSTAGE 1.50  
4229160 5777 801 710106  
01/21/86  
JA

10  
Number of Additional Sheets Presented 11 JAN 88

TO  
CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *[Signature]*  
Signature(s) of Secured Party(ies) **MANAGER OF PROCESSING**  
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC 3

BOOK 522 PAGE 260

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

3 MATURITY DATE (If Any) 26 JUL 90  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

ANNAPOLIS CONSTRUCTION SERVICE  
1896 CROWNSVILLE RD  
ANNAPOLIS MD 21401  
22C665E7C AA

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY  
P. O. BOX 85090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

4 This statement refers to original Financing Statement bearing File No. 487-153-257527

RECORDED FEE 10.00  
POSTAGE .50

Filed with ANNE ARUNDEL MD

Date Filed 26 JUL 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

0204270 0777 R01 T10#08

01/31/88

10

TO

CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

11 JAN 88

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, Processing  
John Deere Company

STANDARD FORM - FORM UCC 3

FILING OFFICER COPY - ALPHABETICAL

271363

BOOK: 522 PAGE: 261

TO BE RECORDED:

\_\_\_\_ Among the Financing Statement Records of Baltimore County Maryland

X \_\_\_\_\_ Among the Financing Statement Records of Anne Arundel County Maryland

\_\_\_\_ Among the Financing Statement Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland (1986 Ed.)

Principal Amount is \$100,000.00

FINANCING STATEMENT

1. Debtor:  
  
SHOEPERMARKET, INC.,  
A Maryland corporation

Address:  
  
1348 Reisterstown Road  
Pikesville, Maryland 21208

RECORD FEE 13.00  
POSTAGE .50  
APR 20 11 01 AM '88  
01/21/88  
JA

2. Secured Party:

JACK H. PECHTER

908 York Road  
Towson, Maryland 21204

3. 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 located at among others, the following addresses (or such other addresses as Debtor shall open for business within the State of Maryland (see Exhibit A attached hereto and made a part hereof).

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.

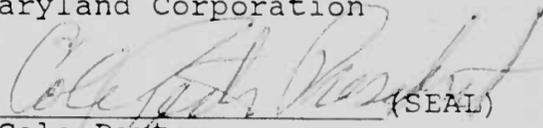
1350 C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things

BOOK 522 PAGE 262

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.

Debtor:

SHOEPERMARKET, INC.  
A Maryland Corporation

By:  (SEAL)  
Cole Porter  
President

---

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

Kevin J. Kelehan, Esq.  
Reese and Carney  
10715 Charter Drive  
Columbia, MD 21043  
42196/1004

C4:kjk\real\pechter.fst

EXHIBIT A

SHOEPERMARKET INC. STORE LOCATIONS

Shoopermarket  
Timonium Crossings  
2080 York Road  
Timonium, MD 21093

Shoopermarket  
Pikesville Shopping Center  
1348 Reisterstown Road  
Pikesville, MD 21208

Shoopermaket  
8147A Governor Ritchie Highway  
Pasadena, MD 21122

EOw

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) E. Erbe Manufacturing, Inc 504 Glenbrook Glen Burnie, MD 21601	2. Secured Party(ies) and address(es) General Electric Credit Corporation 11350 McCormick Rd. Executive Plaza II, Suite 505 Hunt Valley, MD 21031	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>242473</u> Filed with <u>Circuit Ct A A County</u> Date Filed <u>May 7</u> 19 <u>82</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

RECORD FEE 10.00  
POSTAGE .50  
REC'D 0777 R01 110147

No. of additional Sheets presented: 01/01/88

E. Erbe Manufacturing, Inc. \_\_\_\_\_  
By: \_\_\_\_\_  
General Electric Credit Corporation  
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

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) E. Erbe Manufacturing, Inc. 504 Glenbrook Glen Burnie, MD 21601	2. Secured Party(ies) and address(es) General Electric Credit Corporation 11350 McCormick Rd. Executive Plaza II Suite 505 Hunt Valley, MD 21031	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 8224850 0777 R01 T10147 01/21/88
4. This statement refers to original Financing Statement bearing File No. <u>242472</u> Filed with <u>Circuit Ct A A County</u> Date Filed <u>May 7</u> 19 <u>82</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> 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:

E. Erbe Manufacturing, Inc. General Electric Credit Corporation

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

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

BOOK 522 PAGE 266

271370

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)

HANDEX OF MARYLAND, INC.  
360 Morgan Road  
~~Elkridge~~ Odenton, Maryland

2 Secured Party(ies) and address(es)

SOCIETY NATIONAL BANK  
800 Superior Avenue  
Cleveland, Ohio 44114

3 Maturity date of debt

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

RECORD FEE 11.00

POSTAGE .50

HC28940-0377-001 110157

01/21/88

JF

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

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

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented

This financing statement is to be indexed in the real estate records of the county in which the real estate is situated  
Filed with ANNE Arundel County Recorder, State of Maryland

This instrument prepared by Society National Bank

HANDEX OF MARYLAND, INC.

By: [Signature]  
Signature(s) of Debtor(s)

SOCIETY NATIONAL BANK

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

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-2  
Approved by The Secretary of State

FILING OFFICER COPY - ALPHABETICAL

lateral shall consist of all of the following property:

- (a) All Receivables, Inventory, Equipment, and Cash Security;
- (b) All products into which any Inventory has been manufactured, processed, or assembled;
- (c) All accessions to any Inventory or Equipment; and
- (d) All Proceeds of (a), (b), and (c) above.

used in this Exhibit A:

- (a) "Account", "Chattel Paper", "Deposit Account", "Document", "General Intangible", "Goods", "Instrument", and "Proceeds" shall be defined as set forth in Article 9 of the UCC;
- (b) "Cash Security" means any present or future (1) money in the possession of Secured Party in which Debtor has or may have any right, title, or interest, (2) Deposit Account maintained with Secured Party in which Debtor has or may have any right, title, or interest, or (3) Instrument or General Intangible issued or assumed by Secured Party in which Debtor has or may have any right, title, or interest;
- (c) "Equipment" means any (1) present or future Goods constituting "equipment" under Article 9 of the UCC in which Debtor has or may have any right, title, or interest or (2) property specifically set forth in attached Annex 1 to this Exhibit A. Equipment includes, without limitation, all present and future Goods (whether machinery, trade fixtures, or otherwise) accounted for under generally accepted accounting principles as fixed assets, other than real estate, in which Debtor has or may have any right, title, or interest;
- (d) "Inventory" means any present or future Goods constituting "inventory" under Article 9 of the UCC in which Debtor has or may have any right, title, or interest (whether raw materials, work in process, materials used or consumed in the ordinary course of business, held for sale or lease in the ordinary course of business, furnished or to be furnished under contracts of service, or otherwise);
- (e) "Receivable" means any present or future Account, Chattel Paper, Document, General Intangible, or Instrument in which Debtor has or may have any right, title, or interest; and
- (f) "UCC" means the Ohio Uniform Commercial Code, as amended. Any reference to any provision of the UCC shall be deemed to incorporate such provision as if fully set forth in this Exhibit A.

271371

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) United Propane, Inc. 205 Najoles Road Millersville, MD 21108 (Ann Arundel County)	2 Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, Ohio 43431 (Sandusky County)	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE 15.00 POSTAGE .50 RECEIVED 0777 801 110:58 01/21/89
4 This financing statement covers the following types (or items) of property LP Storage Tanks: 37-500 Gal. UG, 5-1000 Gal. UG, 6-250 Gal. AG, 3-330 Gal. AG, 22-500 Gal. AG, 2-1850 Gal. AG, and 108-420 Lb. See Attached For Serial Numbers. NOTE NO. 1401		5 Assignee(s) of Secured Party and Address(es) <i>By the recorder          copy of 1510968          to state Dept of          records</i>

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  
 County Recorder

By United Propane, Inc. Chemi-Trol Chemical Co.  
*[Signature]* *[Signature]* Fin. Div. Mgr.  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.

# CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431

## TANK DIVISION

2098 West State Street

FREMONT, OHIO 43420

PHONE | Area Code 419  
334-2664



## CHEMICAL DIVISION

2776 C.R. - 69 R. - 1

GIBSONBURG, OHIO 43431

PHONE | Area Code 419  
665-2367

NOTE NO. 1401  
UNITED PROPANE, INC.  
SERIAL NUMBERS

37-500 Gal. UG: 375059, 376906, 377681, 377683, 377687, 378487, 378488,  
378489, 378490, 378491, 378492, 378493, 378494, 378495,  
378496, 378893, 378906, 378907, 378908, 378518, 384384,  
384386, 384390, 384398, 384400, 378653, 385816, 385817,  
385818, 388898, 388890, 388891, 389426, 391057, 391044,  
391045, 391047.

5-1000 Gal. UG: 378992, 378993, 388449, 374844, 378827.

6-250 Gal. AG: 392257, 392258, 392259, 392260, 392261, 392262.

3-330 Gal. AG: 391558, 391559, 391560.

22-500 Gal. AG: 386512, 387318, 389554, 389557, 389555, 389558, 389556,  
389559, 392104, 392105, 392106, 392107, 392110, 392111,  
392154, 392155, 392156, 392157, 392158, 392159, 392274,  
392275.

2-1850 Gal. AG: 381486, 381487.

108-420 Lb.: 61490, 61559, 61609, 61642, 61727, 61754, 61755, 61806,  
61812, 61815, 61819, 61821, 61826, 61829, 61837, 61839,  
61841, 61845, 61847, 61848, 61849, 61852, 61855, 61857,  
61860, 61861, 61869, 61910, 61914, 61918, 61943, 61944,  
61945, 61946, 61947, 61949, 59502, 59374, 59361, 59378,  
59362, 59368, 59498, 59430, 59384, 61126, 62564, 62644,  
62677, 62683, 62694, 62763, 62807, 62816, 62650, 62819,  
62848, 62849, 62850, 62851, 62855, 62856, 62859, 62861,  
63665, 63671, 63673, 63674, 63677, 63679, 63680, 63681,  
63688, 65737, 65743, 65746, 65748, 63753, 65755, 65756,  
65757, 65758, 65760, 65764, 65765, 65790, 65890, 65892,  
65896, 65905, 65906, 62662, 62676, 62688, 62666, 62680,  
62679, 62685, 62681, 62291, 62788, 62519, 63133, 62549,  
62561, 62958, 62668, 62538.

United Propane, Inc.  
 205 Majoles Road  
 Millersville, MD 21108  
 Ann Arundel County

Chemi-Trol Chemical Co.  
 2776 C.R. 69  
 Gibsonburg, Ohio 43431

Loan Number 270401522 PAGE 270  
 Date November 20 1987  
 Maturity Date November 20 1990  
 Loan Amount \$ 54,247.68  
 Renewal Of \_\_\_\_\_

Note: I promise to pay to you, or your order, at your address above the sum of which is the same as the Total of Payments  
Fifty Four Thousand Two Hundred Forty Seven-----68 Dollars \$ 54,247.68

I will pay this amount as follows:  
 (a)  In 36 installments of 1,506.88 each, beginning December 20 1987 and continuing on the same day of each  month thereafter until paid in full.  
 (b)  (other) \_\_\_\_\_

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and included or credited based on the rule of 78's.  
 POST-MATURITY INTEREST: Interest will accrue at the rate of 19% per year on the balance of this note not paid at maturity, including maturity by acceleration.  
 DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).  
 LATE CHARGE: I will pay a late charge of 5% (up to \$3.00) of the amount of any payment which is not paid within 10 days of when it is due.

A loan acquisition fee of \$ \_\_\_\_\_ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.  
 You may retain a minimum interest charge of \$ \_\_\_\_\_ if after the application of the rebate formula, the amount you would retain would be less than that amount.  
 THE PURPOSE OF THIS LOAN IS Purchase of LP Storage Tanks.

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate <u>10.00 Simple %</u>	<b>FINANCE CHARGE</b> The total amount the credit will cost me <u>\$ 7,547.68</u>	<b>AMOUNT FINANCED</b> The amount of credit provided to me on my behalf. <u>\$ 46,700.00</u>	<b>TOTAL OF PAYMENTS</b> The amount I will have paid when I have made all scheduled payments <u>\$ 54,247.68</u>	I have the right to receive at this time an itemization of the Amount Financed YES - I want an itemization NO - I do not want an itemization <u>YES</u> means an estimate
My Payment Schedule will be:				Filing Fees \$ <u>190.03</u> Non-filing Insurance \$ _____
Number of Payments <u>36</u>	Amount of Payments <u>\$ 1,506.88</u>	When Payments Are Due <u>Payments due the 20th. of each month with the first payment due December 20, 1987.</u>		

Security: I am giving a security interest in  the goods or property being purchased  collateral securing other loans with you may also secure this loan  my deposit accounts and other rights to the payment of money from you.  
 (Brief description of other property) 37-500 Gal. UG, 5-1000 Gal. UG, 6-250 Gal. AG, 3-330 Gal. AG, 22-500 Gal. AG, 2-1850 Gal. AG, and 108-420 Lb.  
 Late Charge: If a payment is late (made more than 10 days after due) I will be charged 5% of the amount late, up to \$3.00.  
 Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed	
Type	Premium	Term	Signatures (or Initials)	Amount given to me directly	<u>46,700.00</u> (e)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/>	Amount paid on my account	\$ _____ (f)
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/>	Amounts paid to others on my behalf:	
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/>	To Credit Life Insurance Company	\$ _____ (c)
			Name of Insured _____	To Disability Insurance Company	\$ _____ (d)
			Name of Insured _____	To Public Officials	\$ _____ (e)
			Name of Insured _____		\$ _____ (f)
			Name of Insured _____		\$ _____ (g)
			Name of Insured _____		\$ _____ (h)
I do not want _____ Credit Life Ins. _____ Credit Disability Ins. _____ Joint Credit Life Ins.				Prepaid Finance Charge	\$ _____ (i)
Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you.				AMOUNT FINANCED (a through h - i)	<u>46,700.00</u> (j)
				Finance Charge (include prepaid)	<u>7,547.68</u> (k)
				Total of Payments (j + k)	<u>54,247.68</u> (l)

Security - To secure the payment of the note total (defined on the reverse side):  
 (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.  
 (2) You may collect the proceeds (or rebates or unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply the proceeds toward what I owe you.  
 (3)  If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section).  
 (4)  If checked, this note is secured by a separate Financing Statement dated Dec. 20, 1987.  
 (5)  Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

LP Storage Tanks: 37-500 Gal. UG, 5-1000 Gal. UG, 6-250 Gal. AG, 3-330 Gal. AG, 22-500 Gal. AG, 2-1850 Gal. AG, and 108-420 Lb.  
 See Attached For Serial Numbers.

If checked, this security agreement (if filed) should be filed in the real estate records.  
 Legal Description \_\_\_\_\_  
 Record Owner (if not me) \_\_\_\_\_  
 This property will be used for  Personal  Business  Agricultural purposes  
 (other) \_\_\_\_\_  
 If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures: I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.  
 Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.  
 Name \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Lender (where necessary for filing this security agreement)  
 Shelley J. ... Fin. Div. Mgr.  
 PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT  
 © 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-PI-OM 10/14/83R  
 COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING  
 Signature [Signature]  
 Signature \_\_\_\_\_  
 Signature \_\_\_\_\_

271372

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code 017-205-926-3

1 Debtor(s) (Last Name First) and Address(es) <b>Die-A-Matic, Inc. 101B Holsum Way Glen Burnie, Md. 21061</b>	2 Secured Party(ies) Name(s) and Address(es) <b>THE COMMONWEALTH NATIONAL BANK 10 South Market Square P.O. Box 1010, Harrisburg, PA 17108</b>	3 <input type="checkbox"/> The Debtor is a transportation utility 4 For Filing Office: Date, Time, No. Filing Office  RECORD FEE 11.00 POSTAGE .50 #017-205-926-301 711/02 01/21/88 JA
5 This financing Statement covers the following types (or items) of property <b>Accounts receivable, contract rights and inventory now owned and hereafter acquired and proceeds thereof. NOT SUBJECT TO TAX.</b>		6 Assignee(s) of Secured Party and Address(es)  7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
<input checked="" type="checkbox"/> Products of the Collateral are also covered	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner
8 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) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)
By <i>[Signature]</i> Signature(s) of Debtor(s)	By <i>Michael J. Kelly Sr. V.P.</i> Signature(s) of Secured Party(ies) (Required only if Item 10 checked)	

(5-83) STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

271373

BOOK 522 PAGE 272

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)  
J. E. Smith, Inc.  
4108 Old Muddy Creek Road  
Edgewater, MD 21037  
M-32081

(2) Secured Party(ies) (Name(s) And Address(es))  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9995  
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)

RECORD FEE 1.10  
RECORD FEE 9.80  
For Filing Officer RECORD FEE .10  
POSTAGE .50

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Fiat Allis Model #840B Wheel Loader S/N 3485

#230040 0777 P01 111:11

\*NOT SUBJECT TO RECORDATION TAXES  
M. SUTTLE JF

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

J. E. Smith, Inc.

Alban Tractor Co., Inc.

James E. Smith, Pres

(By) *James E. Smith*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

1150

UCC-1

271374

BOOK 522 PAGE 273

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) General Concrete Pumping Service, Inc. 1023 Dorsey Road Glen Burnie, Maryland 21061	2 Secured Party(ies) and address(es) Leasemasters Capital Corp. 2500 86th Street Brooklyn, New York 11214	For Filing Officer (Date, Time, Number and Filing Office)  RECORD FEE 11.00 #230090 0777 R01 T11/13 01/21/88
--	--	--

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

One (1) 1987 Worthington Concrete Pump, Model RWP8100 S/N 8002P  
Mounted On:  
One (1) New 1986 I.H.C. Navistar Truck, Model # F2674  
S/N 1HTZUTVT1GHA15904  
One (1) 1976 Putzmeister Concrete Pump Model# BRF2112  
S/N 2276081631 Mounted On:  
One (1) 1976 Ford Truck Model# LNT8000 S/N Y80DVCH39558

5 Assignee(s) of Secured Party and Address(es)  
Circle Business Credit, Inc.  
110 S. Jefferson Plaza  
Whippany, New Jersey 07981

Not subject to recordation tax- conditional Sale Agreement

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with  
Anne Arundel Clerk  
of the Circuit Court

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 0

General Concrete Pumping Service, Inc. Leasemasters Capital Corp.

By: *Robert M. Conroy - President* By: *Joseph J. Fazio Vice Pres*  
Signatures of Debtor(s) Signatures of Secured Party(ies)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 274  
Identifying File No. 811175

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 Anchor Mining, Inc.  
Address 133 Defense Hwy., Suite 113, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Hwy., Suite 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  
First Federal Savings & Loan Association  
2024 West St.  
Annapolis, MD 21401

Location of equipment: Knott Co.  
Combs Branch  
Hindman, KY 41822

RECORD FEE 11.00

POSTAGE .50

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 annexed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAX.

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

Assignee of Secured Party:  
First Federal Savings & Loan Assoc.  
2024 West St.  
Annapolis, MD 21401

John K Labrador  
(Signature of Debtor)

JOHN K LABRADOR  
Type or Print Above Name on Above Line

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

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

L B Summers  
(Signature of Secured Party)

L B SUMMERS Pres.  
Type or Print Above Signature on Above Line

01/21/88  
JP

11  
0109



SCHEDULE "A"

BOOK 522 PAGE 275

This Schedule "A" is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 1, dated January 13, 1988

- One (1) new 707 Crimper hose clamping machine.
- One (1) new Spartan 60'x14' mobile home, s/n NTA095509.
- One (1) metal building
- One (1) TDF-24A face drill, s/n 52-1231.
- One (1) Long-Airdox feeder, s/n 54-938.
- One (1) Galis 300 roof drill, s/n 3005342773.
- One (1) S&S scoop, Model 86, s/n 222.
- One (1) S&S scoop, Model 86, s/n 223.
- One (1) 14BU10 Joy loader, s/n 10302.
- One (1) 15RU Joy cutter, s/n 18386.
- One (1) Caterpillar generator set D348, s/n 39J1419.
- Two (2) Tandem belt drives, tail sections, starters.
- Eight Hundred (800) feet of belt & structures.
- Tri-Scooter (buggy), s/n 11283-VTR.
- One thousand (1000) feet high voltage power cable.
- One (1) 6'x14' Allis Chalmer screen.
- One (1) 16' Picking Table, s/n 4017.
- Two (2) 40'x30" stacking belt.
- One (1) 20'x30" rock belt.
- One (1) Galion Grader 104 HB, s/n 8547.
- One (1) Step down substation 4160/480 with 4160 feed through, s/n 11187-2ps.
- One (1) 150 DVA belt box 4160/480, s/n 11187-4ps.
- One (1) 500 KVA distribution box 4160/480, s/n 11187-3ps.
- One (1) Allis - Fiat 645 B loader, s/n 04622.
- Two (2) 21SC Joy shuttle cars, s/n 13132 & 13133, with 650' new cable & 8 spare tires.
  
- One (1) Galis 300 roof bolter, s/n 31677-1, with 500' cable.

LESSOR: Diversified Leasing, Inc.

LESSEE: Anchor Mining, Inc.

By: [Signature]

By: [Signature]

Title: [Signature]

Title: TREASURER

Date: 1/14/88

Date: 1/14/88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 276  
Identifying File No. 071076

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 Selby Sub Shoppe, Inc.  
Address 945-947 Mayo Rd., Edgewater, MD 21037

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

#6258 Selby Sub Shoppe / A A cov. 17

RECORD FEE 11.00

POSTAGE .50

RECORDED 0777 P01 T10:45

01/21/88

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)

EQUIPMENT IS LEASED. RECORDATION TAX DOES NOT APPLY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Amy R. Cox*  
(Signature of Debtor)

Amy R. Cox, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*L. L. Summers*  
(Signature of Secured Party)

L. L. Summers, Pres.  
Type or Print Above Signature on Above Line

11/2

SCHEDULE "A"

BOOK 522 PAGE 277

This Schedule "A" is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 3, dated November 10, 1987

- Three (3) Eagle handsinks.
- One (1) AERO - 3 compartment sink.
- One (1) RP-10-8 Star sandwich unit.
- One (1) RS-6E Star compact storage refrigerator(left hinge).
- One (1) FS-6 Star compact storage freezer (right hinge).
- One (1) BTA-20-RS Star maple top refrigerator base.
- One (1) PTS-20-S Star preparation table.
- One (1) 156 Star 36" grill.
- One (1) SKF-4 Silver King fountainette.
- One (1) C-3RDA3-S Continental 3 door refrigerator.
- One (1) C-3FDA3-S Continental 3 door freezer.
- One (1) 6'x8'x8' Harford walk-in cooler - less floor.
- One (1) PIH48-230 Eagle pizza holding table (w/drawer).
- One (1) 54"x30" stainless steel table 5" backsplash.
- One (1) 60"x30" stainless steel table 5" backsplash.
- One (1) 84"x36" stainless steel table (no splash).
- One (1) CM-24 Cecilware cheesemelter.
- One (1) D255 CTX conveyor oven.
- One (1) SLH 20 - 6' Novelty ice cream case.
- Three (3) model N2AHD20A06A 5 ton heatpumps w/15 KW electric back up heat, s/n MGTS339016, MGTS339007, MGTS332095.
- One (1) new model #C40-FAPB 400 lb. Ice-O-Matic ice maker with 400 lb. bin, s/n G712-02550.
- One (1) single face electric sign.
- One (1) 8'x8' double-face electric sign.
- Two (2) 3'x8' single-face electric signs.
- One (1) model 240 Jay cash register, s/n 50700582.

LESSOR: Diversified Leasing, Inc.

By: [Signature]

Title: Pres

Date: 1-12-88

LESSEE: Selby Sub Shoppe, Inc.

By: [Signature]

Title: Pres

Date: 1-12-88

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 506 Page No. 199  
Identification No. 265240 Dated 12/16/86

1. Debtor(s) { Roger and Anna L. Wilson  
Name or Names—Print or Type  
805 224th St., Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
#329729 6777 801 710450  
01/21/88  
JA

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

Dated: JAN 14 1988 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

520

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 506 Page No. 200  
Identification No. 265241 Dated 12/16/86

1. Debtor(s) James A. and Sharon M. Welsh  
Name or Names—Print or Type  
453 Manor Rd., Arnold, MD 21012  
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:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 10.00  
POSTAGE .50  
4029730 0777 R01 T10:50  
01/21/88

RECORD FEE 3.00  
4029760 0777 R01 T10:52

Dated: JAN. 14 1988  
Sears, Roebuck and Company 01/21/88  
Name of Secured Party JA  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

135

135

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 513

Page No. 504

Identification No. 268200

Dated 1/24/87

1. Debtor(s) { Fred and Mary J. Quasky  
Name or Names—Print or Type  
8006 Shore Rd., Baltimore, MD 21226  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

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

RECORD FEE 13.00

POSTAGE .50

4. Check Applicable Statement:

#229740 CT77 R01 T10#51

01/21/88

JA

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

JAN 14 1988

Dated: \_\_\_\_\_

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

1350

1350

UNIFORM COMMERCIAL CODE BOOK **522** PAGE **281**  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 460 Page No. 168  
 Identification No. 246676 Dated March 29, 1983

1. Debtor(s) { Wanda K. Dudek  
 Name or Names—Print or Type  
104 Winston Road, Pasadena (A.A.Co.), MD 21122  
 Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
 Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 12.00  
 POSTAGE .50

<p><b>A. Continuation</b> ..... <input type="checkbox"/>                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/>                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/>                  (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

0777 501 710:51  
 01/21/88  
 JA

Dated: November 19, 1987

Sears, Roebuck and Company  
 Name of Secured Party

[Signature]  
 Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include Title if Company)

1250

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 459

Page No. 368

Identification No. 246415

Dated March 7, 1983

1. Debtor(s) { Robert M. and Patricia L. Rossi  
Name or Names—Print or Type  
7993 Nolcrest Road, Glen Burnie, (A.A.Co.), MD 21061  
Address—Street No., City-County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 13.00

POSTAGE .50

WO #28710 C717 R01 710452

01/21/88



NOV. 16 1987

Dated: \_\_\_\_\_

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)

13.00

132

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 33 Page No. 12  
Identification No. 21633 Dated May 11, 1965

1. Debtor(s) { FRANK J. REESE & PEGGY J. REESE, his wife, and PEARL A. SMITH, JR. AND SARAH LEE SMITH, His wife  
Name or Names—Print or Type  
Route 1, Box 2, Arnold, MD 21012  
Address—Street No. City-County State Zip Code

2. Secured Party { Morgan Guaranty Trust Co of NY as Trustee under Declaration of \*\*  
Name or Names—Print or Type  
c/o P. O. Box 9052, Church Street Station, New York, N.Y. 10249  
Address—Street No. City-County State Zip Code

3. Maturity Date (if any) June 1, 1990

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> [ ] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> [ ] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> [ ] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> [X] (Indicate whether amendment, termination, etc.)</p>

\*\* Trust dated 12/9/60 as amended for the Commingled Pension Trust Fund(Fixed Income-Mortgages).

RECORD FEE 10.00  
POSTAGE .50  
#229820 0777 001 T10:55  
01/21/88

Dated: NOV 04 1987 1987

Morgan Guaranty Trust Co of NY as Trustee AFORESAID

JACK RODI  
Assistant Secretary



UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264264

RECORDED IN LIBER 504 FOLIO 179 ON 10/20/86 (DATE)

1. DEBTOR

Name Schillinger's Farm
Address 8029 New Cut Road Severn, MD 21144

2. SECURED PARTY

Name J I Case Credit Corp.
Address 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)

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and a large empty box for details.

RECORDED 10/21/88
AH

Dated January 11, 1988

J I Case Credit Corp.
(Signature of Secured Party)
Fin. mgr.
Type or Print Above Name on Above Line

1050

271377

BOOK 522 PAGE 285

2122987TMD  
A-5B-3

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

December 10, 1987

Not subject to Recordation Tax  
Principal amount of debt secured is:  
\$101,000.00

FINANCING STATEMENT

RECORD FEE 18.00  
POSTAGE .50  
#029700 0345 R03 T11:28  
01/21/88

- 1. DEBTOR: Address: 692 Ritchie Highway, Suite F  
CARROLL GRAY and P.O. Box 209  
SANDRA GRAY Severna Park, Maryland 21146
- 2. SECURED PARTY: Address: 8401 Colesville Road  
FIRST AMERICAN BANK OF MARYLAND Silver Spring, Maryland 20910  
Attention: Real Estate Department
- 3. TRUSTEES: Address: 8401 Colesville Road  
WILLIAM E. THOMPSON and Silver Spring, Maryland 20910  
MARY C. SWAIN Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum

10/25

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

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness 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, 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.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

Cellen M. Sachala

Carroll Gray [SEAL]  
Carroll Gray

Cellen M. Sachala

Sandra Gray [SEAL]  
Sandra Gray

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

First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Mary C. Swain  
Real Estate Department

BEING KNOWN AND DESIGNATED as Unit 584-D of  
College Parkway Place Center recorded in Plat  
Book E36 folio 34 & 36. The improvements  
thereon being known as 584 Bellerive Drive.

Exhibit "A"

(Property Description)

STATE OF MARYLAND

BOOK 522 PAGE 289

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258621

RECORDED IN LIBER 08466 FOLIO C237 ON Sept. 27, 1985 (DATE)

1. DEBTOR

Name Autorama Sales, Incorporated d/b/a Feltman's Powerboats

Address 2820 Solomons Island Road, Edgewater, MD 21037

2. SECURED PARTY

Name HORIZON CREDITCORP

Address 7 East Frederick Place, Cedar Knolls, NJ 07927

Attn. Kim Rossi

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

RECORD FEE 10.00

POSTAGE .50

#030040 0345 403 113+53

01/21/88

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XXX</b> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>The financing statement referred to above is hereby amended to include:</p> <ol style="list-style-type: none"> <li>1. All inventory of vessels, yachts, boats and other seacraft, wherever located, whether now owned or hereafter acquired, together with all accessories and attachments thereto;</li> <li>2. all chattel paper arising from the sale of or other disposition of the collateral described in (1);</li> <li>3. all proceeds of the collateral described in (1) and (2).</li> </ol>	

Autorama Sales, Incorporated  
d/b/a Feltman's Powerboats

By: [Signature]  
Ralph Lee Feltman, Jr., President HORIZON CREDITCORP

Dated X 1-15-88

[Signature]  
(Signature of Secured Party)  
Ronald B. Mayer, Vice President  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 290  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 1373

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7

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

This financing statement Dated 1/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James W. Perrie and Joyce M. Perrie T/A Bell Yacht Sales  
Address 7074 Bembe Beach Road, Annapolis, MD 21403

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)

All inventory of new boats (Purchase money security interest) now owned and hereafter acquired, together with all equipment or other necessities thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory, equipment, and necessities.

RECORD FEE 13.00

POSTAGE .50

#230220 0777 R01 T14\*08

CHECK  THE LINES WHICH APPLY

01/21/88

JA

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)

T/A BELL YACHT SALES

*James W. Perrie*  
(Signature of Debtor)

James W. Perrie  
Type or Print Above Name on Above Line

*Joyce M. Perrie*  
(Signature of Debtor)

Joyce M. Perrie  
Type or Print Above Signature on Above Line

*Twaun D. Oakes*  
(Signature of Secured Party)

Twaun D. Oakes  
Type or Print Above Signature on Above Line

FINANCING STATEMENT

371379

1. Name of Debtor: WESTINGHOUSE-AIRSHIP INDUSTRIES, INC.  
Address: 7301 Parkway Drive  
South Hanover, Maryland 21076

2. Name of Secured Party: MARYLAND NATIONAL BANK  
10 Light Street  
Baltimore, Maryland 21202

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

RECORD FEE 11.00

(a) All accounts, rights to payments under progress billings, and other rights to payments (collectively, the "Accounts", individually an "Account") arising under Contract No. N00019-87-C-0016 dated June 5, 1987 (the same, as amended, modified, substituted, extended and renewed from time to time, the "Contract") whether now existing or hereafter arising; and

SEARCH FEE .50

(b) all claims and other rights against subcontractors and other persons providing or obligated to provide goods, services or both with respect or relating to the Contract in any manner whatsoever, whether now existing or hereafter arising; and

#127540 0040 R04 108146

(c) All general intangibles including, without limitation, all books and records, things in action, contractual rights, rights to performance, both now owned and hereafter acquired; and

01/22/88

(d) All proceeds (cash and non-cash) thereof, and all returned, rejected or repossessed goods, the sale 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.

4. Proceeds and products of all collateral are covered.  
5. There is no recordation tax payable on this type of collateral.

Debtor:  
WESTINGHOUSE-AIRSHIP INDUSTRIES, INC.

By: J. William Phipps  
Director 1/21/88

BOOK 522 PAGE 292

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, MD 21202  
ATTN: Frederick W. Runge, Jr., Esq.

PLEASE RECORD AS FOLLOWS:

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

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 \$545,000.00  
Which Was Paid To The Clerk Of  
The Circuit Court Of Anne Arundel  
County Upon The Filing Of  
A Deed Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:**

**THE DEMPSEY COMPANY, INC.**  
1236 Algonquin Road  
Crownsville, Maryland 21037  
Attention: James F. Dempsey,  
President

RECORD FEE 21.00

POSTAGE .50

2. **SECURED PARTY:**

**BALTIMORE FEDERAL FINANCIAL,  
F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202

#027810 0040 R04 T11107

Attention: Commercial Real  
Estate Division

01/22/88  
JA

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:**

THE DEMPSEY COMPANY, INC.,  
A Maryland corporation

By:  (SEAL)  
James F. Dempsey,  
President

Date: January \_\_\_\_, 1988

BOOK 522 PAGE 296

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) \_\_\_\_\_

DEMPSEY.FS

Page 4 of 4 Pages

BOOK 522 PAGE 217

EXHIBIT A

Being known and designated as Lots 8 and 27A, as shown on a Plat entitled "Plat 2, HUNTINGTON WOODS", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 20.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 298  
Identifying File No. 271301

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. \$ 6000.00

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

This financing statement Dated 1-13-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dunton Contracting  
Address 1825 Generals Highway, 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

RECORD FEE 11.00  
RECORD TAX 42.00  
POSTAGE .50

3. Maturity date of obligation (if any)

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

1 used Ford Tractor Model 3400, S/N C5NE6015 together with  
3 pt. hitch & front loader

FOR WITH CROSS RYA T13-20  
01/22/88  
38

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)

Dunton Contracting

Type or Print Above Name on Above Line

Carol R. Dunton  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Luan Baker  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

271382

MARYLAND NATIONAL BANK

BOOK 522 PAGE 299

# FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 575,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)  
 Joel L. Katz 1111 Jenniper Lane  
 Wendy S. Katz Annapolis, Maryland 21403

RECORD FEE 12.00  
 POSTAGE .50  
 #030940 0040 P03 T14:10

6 Secured Party  
 MARYLAND NATIONAL BANK  
 Attention Patricia A. Hicks  
 (Annapolis REM Unit)

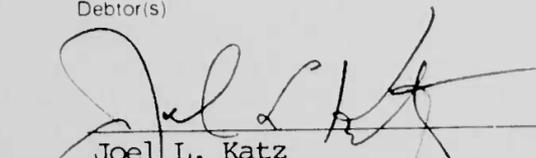
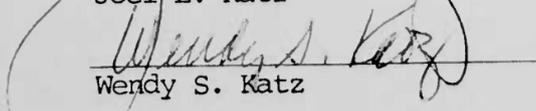
Address: Real Estate and Mortgage Division  
 10 Light Street P.O. Box 871  
 Fifth Floor Annapolis, Maryland 21404  
 Baltimore, Maryland 21202

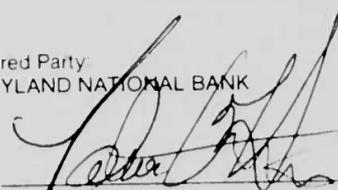
01/22/88

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 January 19, 1988 from Debtor(s) to Stephen F. Beckenholdt and Joseph A. Hilseberg, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)  
  
 \_\_\_\_\_ (SEAL)  
 Joel L. Katz  
  
 \_\_\_\_\_ (SEAL)  
 Wendy S. Katz

Secured Party  
 MARYLAND NATIONAL BANK  
 By  \_\_\_\_\_ (SEAL)  
Patricia A. Hicks  
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.

1203 50

BEGINNING for the same at a point located at the intersection formed by the north right of way line of Maryland Route 450 (as shown on State Roads Commission Plat 27188) with the west side of a 25 foot road as shown on a plat of the property of Robert M. Hopkins (commonly referred to as the Hopkins Subdivision) and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.M.B. 24, page 172.

THENCE running from the place of beginning so fixed and leaving said Maryland Route 450 and running with the west side of said 25 foot road, with use in common, North 07 degrees 24' 53" East, 219.23 feet to a point located at the intersection formed by the westside of said 25 foot road with the southwest right of way line of the old W.B. & A Railroad (abandoned); said point also being at the northeastern corner of Lot One as shown on the above mentioned plat of the Hopkins Subdivision;

THENCE leaving said Lot One and running with extension northerly of the west side of the said 25 foot road, North 07 degrees 24' 53" East, 35.75 feet to intersect the centerline of said railroad right of way (66 feet wide);

THENCE running with the centerline of said railroad right of way North 59 degrees 57' 51" West, 57.30 feet to intersect the right of way line of the State road right of way as shown on State Road Commission Plat No. 9915.

THENCE with said right of way, South 20 degrees 58' 44" East, 53.60 feet;

THENCE with the right of way line as shown on State Road Commission Plat No. 27188 South 57 degrees 10' 26" West, 35.96 feet, South 12 degrees 31' 35" West, 111.50 feet, then South 26 degrees 43' East, 115.39 feet to the place of beginning.

CONTAINING 0.275 acres, more or less, and as described by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in June 1980 from a field survey made in 1964.

SAVING AND EXCEPTING THEREFROM: Beginning for the same at a point on the State Highway Administration right-of-way line as shown on State Roads Commission Plat #27188, dated February 13, 1962; said point being at the end of the 4th or S 20 degree 58' 44" E - 53.60 feet line of a deed from RIVERBAY ASSOCIATES to JOEL A. LEVIN dated November 5, 1984, and recorded in the Land Records of Anne Arundel County in Liber 3855, Folio 463; thence, running reversely with and binding on the 4th, 3rd and part of the 2nd lines of aforesaid deed; 1) N 20 degrees 58' 44" W - 53.60 feet to a point; thence, 2) S 59 degrees 57' 51" E - 57.30 feet to a point; thence, 3) S 07 degrees 24' 53" W - 5.82 feet to a point; thence, running by the following two new courses and distances; 4) S 72 degrees 50' 41" W - 10.72 feet to a point; thence, 5) S 57 degrees 10' 26" W - 23.08 feet to the Place of Beginning. CONTAINING 0.023 Acres of ground, more or less.

TOGETHER with all of the right, title, interest and estate of the Grantors in and to a 25 foot lane as laid out on the Plat of the Property of Robert M. Hopkins, Parole, Maryland, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book WMB No. 24, 172.

TOGETHER with, also, a non-exclusive easement or right of way as described in a Deed of Easement by and between Bernard W. Sears, et al, and Charles H. Hugg and Marilyn E. Hugg, his wife, dated July 1, 1974, and recorded among the Land Records of Anne Arundel County in Liber 2689, folio 744.

BEING ALSO KNOWN as Units 100, 101, 200, 201, 300, 301, "2060 WEST CONDOMINIUM" as shown on Condominium Plat E26, folios 23 and 24; and as set out on a Declaration dated May 2, 1984 and recorded among the Land Records of Anne Arundel County in Liber 4012, folio 867 by Riverbay Associates.

SUBJECT to all rights, easements, restrictions, covenants, reservations, etc. contained in the Declaration dated May 2, 1984 and recorded in Liber 4012, folio 867 and By-Laws dated May 2, 1984 and recorded in Liber 4012, folio 877.

TOGETHER with the improvements and appurtenances thereto and an undivided percentage interest in the common elements as set forth in said Declarations and By-Laws.

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Corporate Property Associates 6  
 Name or Names—Print or Type  
W. P. Carey & Co., Inc.  
 Address—Street No., City - County State Zip Code  
689 Fifth Avenue, New York, New York 10022

Altus Bank  
 Name or Names—Print or Type  
P. O. Box 16267, Mobile, Alabama 36616  
 Address—Street No., City - County State Zip Code

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

All that collateral listed and described on Exhibit A which is attached hereto.

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

See Exhibit A attached hereto.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 17.00  
 POSTAGE .50  
 #024390 0055 R04 T15:15  
 01/22/88  
 JA

DEBTOR(S):

SECURED PARTY:

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

Corporate Property Associates 6  
 Type or Print (Company, if applicable)

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

\_\_\_\_\_  
 (Signature of Secured Party)

17 — Barclay G. Jones, III  
 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 Mr. J. W. Goodloe, Jr., P. O. Box 2568, Mobile, AL 36652

Lucas Bros. Form F-1

EXHIBIT "A"

This Financing Statement covers the following types or items of property, viz.:

1. All fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Debtor and located in or on, or attached to and used or intended to be used in connection with or with the operation of the real estate described hereinbelow (the "Real Estate") and any improvements located thereon, or in connection with any construction being conducted or which may be conducted thereon, and owned by Debtor, and all additions, improvements, betterments, renewals, substitutions and replacements of any of the foregoing.
2. The "Real Estate" is located in Anne Arundel County, Maryland and is described as follows: LOT 5 consisting of 3.405 acres, more or less, situate at the northernmost corner of the intersection of Baymeadow Drive and Dover Road, all as is more particularly shown on that certain plat of subdivision titled, "Resubdivision Plat of Section 3 Plat 1 - Addition to Lots 5, Part of 17, and Addition to Lot 2, Section 1 Baymeadow," and which plat is No. 4827 as recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book No. 93, Page 2; the improvements thereon being known as 6721 Baymeadow Drive.
3. Lease Agreement by and between JB Properties, a sole proprietorship, as Lessor, and Gould, Inc., a Delaware Corporation, as Lessee, dated on or about May 1, 1986, relating to the Real Estate, which lease was subsequently assigned to Debtor.
4. All of the Debtor's right, title and interest in and to any awards heretofore made or hereafter to be made by any municipal, state or federal authorities to the present or any subsequent owners of the Real Estate or the improvements, fixtures or personalty relating thereto, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate or the improvements, fixtures or personalty relating thereto, or any part

thereof, under the power of eminent domain, or for any change or changes of grade of streets affecting the Real Estate and the improvements, fixtures and/or personalty relating thereto.

5. All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Real Estate and the improvements, fixtures and personalty relating thereto.
6. All leases of the Real Estate or the improvements now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms including, without limitation, the right upon default to receive and collect the rents thereunder.
7. Any and all walkways, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and articles of personal property of every kind and nature whatsoever now or hereafter ordered for delivery to the Real Estate or any improvements thereon (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Real Estate, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate or any improvements now or hereafter thereon, in each case now owned or hereafter acquired by Debtor, including without limiting the generality of the foregoing, heating, lighting, laundry, incinerating, electrical and other 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 and curtain rods, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric range and ovens, refrigerators, freezers, garbage disposal units, trash compaction units, dishwashers, laundry washers and dryers, sump pumps, attached cabinets, partitions, ducts and compressors, and all equipment, items, supplies, components and materials (whether or not incorporated)



\_\_\_ TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

\_\_\_ SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

271337

FINANCING STATEMENT

BOOK 522 PAGE 305

1. DEBTOR (S):

JAMES H. HOLT T/A JAMES H. HOLT & SON  
Name or Names - Print or Type

4722 SANDS ROAD-HARWOOD, ANNE ARUNDEL-MARYLAND 20776  
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
Name or Names - Print or Type

400 19th Street, Moline, Illinois 61265  
Address - Street No., City - County State Zip Code

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

- (1) John Deere Model 550B Wide Track Dozer, S/N 729976

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are, \_\_\_ are not covered.

7. Products of collateral \_\_\_ are, XXX are not covered.

RECORD FEE 12.00  
6025020 CTTT 1004 109100  
01/25/00  
JA

DEBTOR (S):

X James H. Holt  
Signature of Debtor  
JAMES H. HOLT TITLE: OWNER  
Type or Print

SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT CO.  
Company, if applicable

Signature of Debtor  
Type or Print

Signature of Secured Party  
Type or Print (include title <sub>co.</sub> if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, 400, 19th St., Moline, Ill. 61265

↑ 12

MARYLAND FINANCING STATEMENT

271383

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 522 PAGE 306

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

1. LESSEE Peerson, Inc. T/A All Tune & Lube  
(Name or Names)  
2299 Johns Hopkins Rd, Suite I, Gambrills, Maryland 21045  
(Address)

LESSEE CFSL 2402  
(Name or Names)  
(Address)

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

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
Of LESSOR (Name or Names)  
2001 E. Joppa Road Baltimore, Maryland 21234  
(Address)

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

One - 501 Key Service Unit Telephone System, 3 - 400 F Line Cards, 1 - 401 B Card,  
3 - Com Dial 6 Button, 1 - Valcom Page Horn, 1 - 24 Volt Power Supply, 1 - AC  
Surge Protector, 3 - Amplified Hand Sets

RECORD FEE 12.00  
POSTAGE .50  
#025270 CITY RM 11010

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx) 01/25/80

LESSEE  
Peerson, Inc. T/A All Tune & Lube  
By: M.H. Beers, Pres  
M.H. Beers (Title) President  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Manager  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:

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

10.50

STATE OF MARYLAND

BOOK 522 PAGE 307

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266057

RECORDED IN LIBER 508 FOLIO 146 ON February 10, 1987 (DATE)

1. DEBTOR

Name Moreland, Francis R.

Address 813 Main Street, Galesville, MD 20765

2. SECURED PARTY

Name AMCA International Finance Corporation of Georgia

RECORD FEE 10.00

POSTAGE .50

Address 1117 Perimeter Center West, Suite N-316, Atlanta, GA 30338

#025310 DT77 R04 T10112

The CIT Group/Equipment Financing, Inc. 2323 North Mayfair Road, P.O. Box 26036, Wauwatosa, WI 53226 01/25/88  
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  XXXX  
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.)

Name and address of assignee: The CIT Group/Equipment Financing, Inc.  
2323 North Mayfair Road, P.O. Box 26036  
Wauwatosa, Wisconsin 53226 S/N 510 110075

The collateral assigned is: One (1) BOMAG Model BW142 Vibratory Roller together with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

AMCA International Finance Corporation of Georgia

Dated 8-6-87

*Wendy S. Atkinson*  
(Signature of Secured Party)

Wendy S. Atkinson  
Type or Print Above Name on Above Line

1050

271389

BOOK 522 PAGE 308

NOT FOR PUBLICATION

Check if applicable  TO BE RECORDED IN THE LAND RECORDS

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

1. Debtor(s) Name (Last Name First)  Hartley Marine, Inc.	2. Debtor(s) Complete Address(es)  111 W. Central Ave. Edgewater, Maryland 21037
3. & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION  7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

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

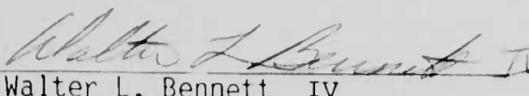
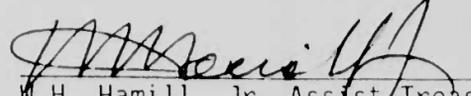
Inventory including, but not limited to, new or used boats, boat motors, trailer, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

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 County County; Other \_\_\_\_\_

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

10. This statement to be returned after recordation to Secured Party, shown above or to \_\_\_\_\_

Signature(s) of Debtor(s) Hartley Marine, Inc.	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Acceptance Corporation
 Walter L. Bennett IV <b>FILING OFFICER COPY</b>	 W.H. Hamill, Jr. Assist. Treas

Type or Print Names Clearly Below Signature.

GMAC UCC1 Md 474

RECORD FEE

11.00

POSTAGE

.50

#025330 DT77 R04 T10413

01/25/00

A

1150

271300

BOOK 522 PAGE 309

<b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		File No.
<small>(Not to Be) <del>XXXX</del> Recorded in the Land Records.* strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es)  Forthofer, William 1993 Moreland Parkway, Suite 204 Annapolis, Anne Arundel, MD 21401  County	Secured Party Name and Address  S. M. Christhilf & Son, Inc. Timonium Road & Harrisburg Expressway Timonium, MD 21093	
Assignee of Secured Party The CIT Group Equipment Financing, Inc. 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.  CSC	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>  One (1) 1987 Bomag Model 142AD Roller s/n 10366		
RECORD FEE 11.00 POSTAGE .50 #025340 CTTT 104 110111		
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		

01/25/88  
3A

271300

BOOK 522 PAGE 309

<b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
<del>(Not to Be)</del> Recorded in the Land Records. <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es)  Forthofer, William 1993 Moreland Parkway, Suite 204 Annapolis, Anne Arundel, MD 21401  County	Secured Party Name and Address  S. M. Christhilf & Son, Inc. Timonium Road & Harrisburg Expressway Timonium, MD 21093	
Assignee of Secured Party The CIT Group/Equipment Financing, Inc. 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.  CSC	
This Financing Statement covers the following type(s) (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  One (1) 1987 Bomag Model 142AD Roller s/n 10366		
		RECORD FEE 11.00 POSTAGE .50 #025340 CITT R04 T1011
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 The CIT Group/Equipment Financing, Inc. at its address above.		
Debtor(s) <u>William Forthofer</u>	Secured Party <u>S. M. Christhilf &amp; Son, Inc.</u>	
By <u><i>William Forthofer</i></u> (Signature) <u>Owner</u>	By <u><i>Michael J. Bruno</i></u> (Signature)	
<u>William Forthofer</u>	<u>Michael J. Bruno</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5-SA-989E		

01/25/88  
39

17.50

PART 2 - COURT CLERK

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

<b>1. DEBTOR(S) and Address(es): (last name first)</b>  Magna Builders, Inc. 102 Edgewood Avenue Annapolis, Maryland 21401	<b>2. SECURED PARTY</b>  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.)

RECORD FEE 11.00

#025350 CTTT 104 110410

01/25/87

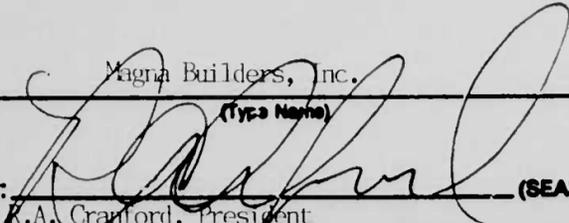
JA

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

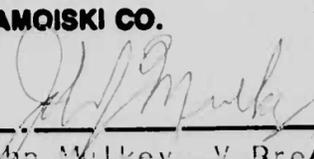
SECURED PARTY:

Magna Builders, Inc.  
(Type Name)

By:  (SEAL)  
 R.A. Cranford, President

By: \_\_\_\_\_ (SEAL)

THE ZAMOISKI CO.

By:   
 John Wilkey, V. Pres./Treas.

11/24 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, DC, PA - Inventory

1100

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

522-311

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

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

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or other means of any portion 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 or 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 or 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 522 PAGE 312

3492

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

<p>1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS):          Belcon Inc          904 Bestgate Rd          Annapolis, MD 21401</p>	<p>2. SECURED PARTY(IES) AND ADDRESS(ES):          First Motor Credit          P.O. Box 637          Mechanicsville, VA 23111</p>
--	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 02191 Dated: 11-21-83

<p>A. Continuation. . . . . <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release. . . . . <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>C. Assignment. . . . . <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. Termination. . . . . <input checked="" type="checkbox"/>          The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
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Liber 468  
PAGE 54

RECORD FEE 10.00  
POSTAGE .50

4. This transaction is exempt from the Recording Tax.

#025360 CTTT R04 T10+15

Filed with: Anne Arundel Co

01/25/88  
SR

Dated: January 14, 1988

First Motor Credit  
(NAME OF SECURED PARTY)  
By: G. Y. Matthews

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 522 PAGE 313

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 12/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Marketing & Graphics, Inc.
Address 424 4th St., Suite C., Annapolis, MD 21403

2. SECURED PARTY

Name Pittsburgh National Bank
Address Fifth Avenue & Wood St, Pgh., PA 15265, Loan Documentation Center (024)

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 existing and future equipment and inventory; all accounts, contracts and chattel paper of which the undersigned is the payee, whether now existing or hereafter arising, per assignment by undersigned to payee hereof dated 12/9/87.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#025410 CTTT R04 T10417

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)

American Marketing & Graphics, Inc.

By: [Signature] (Signature of Debtor)

George C. Miller, President
Type or Print Above Name on Above Line

By: Thomas W. Burdette, Vice President

Pittsburgh National Bank

[Signature] (Signature of Secured Party)

D. C. Borland, Vice President

Type or Print Above Signature on Above Line

By: Carl E. Hecht, Treas/Exec.VP

11-90

271304

BOOK 522 PAGE 314

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)

La Fontaine Bleu Inc.  
190 Penrod Court  
Glen Burnie, Md. 21061  
029-21061-60

LEASEAMERICA CORPORATION  
4333 Edgewood Road NE  
Cedar Rapids, IA 52499

RECORD FEE 11.00  
POSTAGE .50

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

One- Douglas model 1036 Pan & Utencil Washer S/N 87/961

5. Assignee(s) of Secured Party and Address(es)  
01/25/00  
JA

Equipment lease does not create a security interest

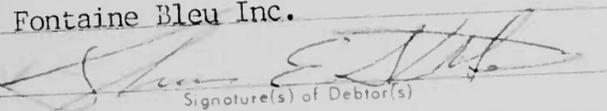
Not subject to recordation taxes

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:

La Fontaine Bleu Inc.

By:   
Signature(s) of Debtor(s)

LeaseAmerica Corporation

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

BOOK 522 PAGE 315

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266817

RECORDED IN ~~BOOK~~ 510 ~~PAGE~~ XXXXX 140 ON April 1, 1987 (DATE)

1. DEBTOR

Name ANDY'S CONCRETE, INC.

Address 780 Jennie Drive, Severn, MD 21144

RECORD FEE 10.00

POSTAGE .50

#025870 CTTT R04 T11106

2. SECURED PARTY

Name AMCA International Finance Corporation

Address 200 Executive Drive Brookfield, WI 53005

01/25/88

JM

The CIT Group/Equipment Financing, Inc. 2323 North Mayfair Road, P.O. Box 26036, Wauwatosa, WI 53226  
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  XXXXX  
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.)

Name and address of assignee: The CIT Group/Equipment Financing, Inc.  
2323 North Mayfair Road, P.O. Box 26036  
Wauwatosa, Wisconsin 53226

The collateral assigned is: One (1) New KOERHING Model 1350 SCATTRAK Skid-Steer Loader, S/N 6K0040, together with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

Dated

8-5-87

AMCA International Finance Corporation

*Wendy Atkinson*

(Signature of Secured Party)

Wendy Atkinson

Type or Print Above Name on Above Line

1050

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

271005  
Identifying File No. BOOK 522 PAGE 316

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

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated 1-14-88 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Francis R. Moreland  
Address 813 Main Street, Galesville, Maryland 20765

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address 41 Defense Highway  
Annapolis, Maryland 21401

RECORD FEE 11.00

4025810 0777 R04 111109

01/25/88

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1- Model TD 8 E Dresser Pulldozer S/N 10464

ASSIGNEE: Dresser Credit Corporation  
3201 N. Wolfe Road  
Franklin Park, Illinois 60131

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Francis R. Moreland  
(Signature of Debtor)

Francis R. Moreland  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Rhoda L. Baldwin, Pres  
(Signature of Secured Party)

Rhoda L. Baldwin

Type or Print Above Signature on Above Line

271306

BOOK 522 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)  
Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL. 60018  
01-SL30374, 30375

2. Secured Party(ies) and address(es)  
Bank of Highland Park  
First Street & Central Avenue  
Highland Park, IL. 60035

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:  
Chattel paper, i.e., a Lease from Comdisco, Inc. to  
Mercantile Safe Deposit & Trust Company  
742 Old Hammonds Ferry Road-Linthicum, MD 21090  
of IBM Computer Equipment as described together with  
the rentals and proceeds thereof and the equipment  
described in said lease. See attached equipment list.

RECORD FEE 13.00  
POSTAGE .50

5. Assignee(s) of Secured Party and Address(es):  
NOT SUBJECT TO RECORDATION TAX DUE  
TO FILING FOR MEMORANDUM PURPOSES  
ONLY. PERFORMANCE OF THE LEASE IS  
NOT TO BE DONE IN THE STATE OF  
MARYLAND.

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: 2

Filed with: Anne Arundel County, MD

COMDISCO, INC.  
By: [Signature]  
Signature(s) of Debtor(s)

BANK OF HIGHLAND PARK  
By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

1. FILING OFFICER COPY - ALPHABETICAL

13.50

MLO:amj 11-13-87

5L30813

EXHIBIT A

EQUIPMENT SCHEDULE NO. 17 DATED AS OF November 18, 1987  
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: MERCANTILE SAFE DEPOSIT & TRUST COMPANY  
Address for Legal Notices:  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

LESSOR: COMDISCO, INC.  
Address for All Notices:  
6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:  
Same as above

Investment Tax Credit  
(on order New Equipment)  
for the account of:  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_  
N/A

Attn.:

Location of Equipment:  
Same as above

Initial Term/  
Months: 60 mos.

EQUIPMENT (as defined below):

<u>Item No.</u>	<u>Qty.</u>	<u>Machine/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Monthly Rent</u>
1.	1	3380 AE4	Disk Storage Units	K1400	\$2,165.00

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
Frissen, Ferdinand J. 1595 Lodge Pole Court Annapolis, MD 21401	Citi-Manhattan Partners III 9418 Wilshire Blvd. #400 Beverly Hills, CA 90212	RECORD FEE 12.00 POSTAGE .50	

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

See Exhibit A

6. Assignee(s) of Secured Party (with address)  
 Assignee: First Women's Bank  
 The First Women's Bank 01/25/88  
 111 East 57th Street  
 New York, New York 10126

Recordation tax does not apply

Products of the Collateral are also covered.

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records.

5 West 91st Street  
New York, NY

9. Name of a Record Owner  
Jonathan Company - TW

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.

Ferdinand J. Frissen \_\_\_\_\_ Citi-Manhattan Partners III \_\_\_\_\_

By Gary W. Lefkowitz, attorney-in-fact \_\_\_\_\_ By Gary W. Lefkowitz, general partner \_\_\_\_\_

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Exhibit A

All right, title and interest in Debtor's limited partnership interest in Citi-Manhattan Partners III, a California limited partnership.

271303

BOOK 522 PAGE 320

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): McLarin, Benjamin 554 Glen Court Glen Burnie, MD 21061	No. of Additional Sheets Presented: 2. Secured Party(ies) Name(s) and Address(es): Citi-Manhattan Partners III 9418 Wilshire Blvd. #400 Beverly Hills, CA 90212	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office
---	---	---

RECORD FEE 12.00  
POSTAGE .50

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

See Exhibit A

6. Assignee(s) of Secured Party and Address(es):  
ANNE (Handwritten)  
The First Women's Bank 01/25/88  
111 East 57th Street  
New York, New York 10126

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

Products of the Collateral are also covered.  
8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records:

Recordation tax does not apply.

9. Name of a Record Owner  
Jonathan Company - TW

5 West 91st Street  
New York, NY

No. & Street: 5 West 91st Street  
Town or City: New York, NY  
County: \_\_\_\_\_  
Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By Benjamin McLarin  
Gary W. Lefkowitz, attorney-in-fact  
Signature(s) of Debtor(s)

By Gary W. Lefkowitz, general partner  
Signature(s) of Secured Party(ies)

Exhibit A

All right, title and interest in Debtor's limited partnership interest in Citi-Manhattan Partners III, a California limited partnership.

071390

BOOK 522 PAGE 322

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)

Morris, Charles & Ina  
8335 New Cot Road  
Sevem, MD 21144

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

Citi-Manhattan Partners III  
9418 Wilshire Blvd. #400  
Beverly Hills, CA 90212

3.  The Debtor is a transmitting utility.

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

RECORD FEE 13.00

POSTAGE .50

ANNE ARONDEL CT, MD  
01/25/88

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

See Exhibit A

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

The First Women's Bank  
111 East 57th Street  
New York, New York 10126

Recordation tax does not apply.  
 Products of the Collateral are also covered.

8. Describe Real Estate Here:

5 West 91st Street  
New York, NY

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

9. Name of a Record Owner

Jonathan Company - TW

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By Charles & Ina Morris  
Gary W. Lefkowitz, attorney-in-fact  
Signature(s) of Debtor(s)

Citi-Manhattan Partners III  
By Gary W. Lefkowitz, general partner  
Signature(s) of Secured Party(ies)

Exhibit A

BOOK 522 PAGE 323

All right, title and interest in Debtor's limited partnership interest in Citi-Manhattan Partners III, a California limited partnership.

871400

BOOK 522 PAGE 324

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) Altman, Grace and Raphael 52 Jamar Drive Severna Park, MD 21146	2. Secured Party(ies) Name(s) and Address(es) Citi-Manhattan Partners III 9418 Wilshire Blvd. #400 Beverly Hills, CA 90212	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. Filing Office: Date Time No. Filing Office RECORD FEE 13.00 POSTAGE .50
---	---	---

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

See Exhibit A

Recordation tax does not apply.

Products of the Collateral are also covered.

8. Describe Real Estate Here: 5. West 91st Street New York, NY	6. Assignee(s) of Secured Party and Address(es) The First Women's Bank 111 East 57th Street New York, New York 10126 01/25/88 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is in. * (Describe Real Estate Below)
--	--

9. Name of a Record Owner  
Jonathan Company - XX TW

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

By Grace and Raphael Altman Citi-Manhattan Partners III  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

By Gary W. Lefkowitz, attorney-in-fact Gary W. Lefkowitz, general partner  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

Exhibit A

All right, title and interest in Debtor's limited partnership interest in Citi-Manhattan Partners III, a California limited partnership.

STATE OF MARYLAND

BOOK 522 PAGE 328

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269477

RECORDED IN LIBER 517 FOLIO 192 ON September 01, 87 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.  
2 Compromise Street - P.O. Box 168  
Address Annapolis, Maryland 21404

RECORD FEE 10.00

2. SECURED PARTY

Name Security Savings & Loan Association  
18 Northeast Avenue  
Address Vineland, N.J. 08360  
Hull #VKY45118H788 (County)

POSTAGE .50

#026180 C777 R04 111-32

01/25/88  
JA

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

3. Maturity date of obligation (if any) 2/20/88

CHECK  FORM OF STATEMENT

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

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

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

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

Dated January 7, 1988

*Floyd Morris*  
(Signature of Secured Party)

Floyd Morris  
Type or Print Above Name on Above Line

1050



FINANCING STATEMENT

BOOK 522 PAGE 328

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Alcap Construction, Inc. 8009 Jumpers Hole Road  
 Pasadena, Maryland 21122

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: Debra Grimm 100 S. Charles St.  
 Documentation Asst. Baltimore, Maryland 21203

RECORD FEE 11.00

POSTAGE .50

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

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

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

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

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

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

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

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

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

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

Debtors  
 \_\_\_\_\_ (Seal) Alcap Construction, Inc.  
 \_\_\_\_\_ (Seal) BY: Timothy C. Collins (Seal)  
 \_\_\_\_\_ (Seal) Timothy Collins, President (Seal)

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

11.50

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

BOOK 522 PAGE 329

BR2501DD51

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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)  1691 LIMITED PARTNERSHIP P. O. BOX 3032 CROFTON, MD 21114	2. SECURED PARTY(IES) AND ADDRESS(ES)  FORD MOTOR CREDIT COMPANY 1133 OLD HICKORY DRIVE MECHANICSVILLE, VA 23111
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

BOOK 480 PAGE 55  
3. This statement refers to original Financing Statement No. 254721 Dated: NOVEMBER 30, 1984

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

#80 ARPS BACKHOE AND BUCKET 1045

RECORD FEE 10.00

POSTAGE .50

#026240-0777 NO4 111-35

4. This transaction is exempt from the Recording Tax.

Filed with: CLERK OF THE COURT, ANNE ARUNDEL COUNTY

01/25/88

PH

Dated: JANUARY 18, 19 88

FORD MOTOR CREDIT COMPANY  
(NAME OF SECURED PARTY)  
By: Jennifer D. Watts

F M C C JUN 65 7288-M (MARYLAND ONLY)

1050

271403

BOOK 522 PAGE 330

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) JAMES RUSSELL ROSE BOONES ESTATES # 283 LOTHIAN, MD 20711 TRACEY E. ROSE		2. Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MD 20613		3. <input type="checkbox"/> The Debtor is a transmitting utility
5. This Financing Statement covers the following type(s) of property: 1976 VIRGINIAN Rooms 70 X 12 To include in all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retails security agreement. <input checked="" type="checkbox"/> 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 #006250 0777 004 T11-70 01/25/83		4. For Filing Officer: Date Time No. Filing Office RECORD FEE 12.00
8. Describe Real Estate Here		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

JAMES RUSSELL ROSE *James Russell Rose* Crescent Financial, Inc.  
 By TRACEY E. ROSE *Tracey E. Rose* By *Gladys Brown*  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (F) Filing Officer Copy - Numerical (Required only if Item 10 is checked)

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 11/16/1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alevrofas, Inc. and George Alevrofas  
Address 8499 Fort Smallwood Road, Store #6, Pasadena, MD

2. SECURED PARTY

Name Montien Corporation  
Address 5442 Luckpenny Place, 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)

Fixtures, equipment and utensils as itemized in Exhibit A attached hereto, materials, supplies and cash; additions, substitutions and after-acquired fixtures, equipment and goods

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)

George Alevrofas  
(Signature of Debtor)

George Alevrofas  
Type or Print Above Signature on Above Line

(Signature of Debtor)  
Alevrofas, Inc.

Type or Print Above Signature on Above Line

Mary D. KL President  
(Signature of Secured Party)

Montien Corporation

Type or Print Above Name on Above Line

1750

RECORDED 5777 P04 111130  
11/25/87  
JA

EXHIBIT A

BOOK 522 PAGE 332

10 Booths  
5 Tables  
22 Chairs

1 Henny Penny Food Warmer Serial #01192  
1 Perlic Mug Froster  
  
1 Stainless Steel Glenco 2 door Refrigerator  
1 Stainless Steel Glenco 3 door Dough Retard  
2 Stainless Steel Bakers Pride Pizza Ovens  
2 Storage Cabinets (wood)  
1 Stainless Steel small sink with table & drawer  
3 Paper towel master  
1 8 foot Pizza box shelf  
1 5 foot Dough Shelf Pizza Pan Holder  
3 soap dispensers  
1 Pizza Ticket Holder  
1 Sandwich ticket holder  
1 Six container silverware holder  
1 3 holder bus tray with wheels attached with garbage & silverware holder  
1 Stainless steel table (flour bag holder)  
1 six foot shelf (cups to go)  
1 Time Card Holder  
1 Floor shelf (4 shelves 5 ft. long)  
1 Floor shelf (2 shelves 5 ft. long)  
1 Wall shelf (2 shelves 5 ft. long)  
2 children's booth chairs  
1 Wall shelf (5 ft. long)  
1 Stainless Steel Kitchen sink (3 component - 2 drain boards)  
1 Plastic Oregano container with stainless steel lid, wheels  
1 Plastic Salt container with stainless steel lid, wheels  
1 Plastic sugar container with stainless steel lid, wheels  
1 Star Metal Cold Table  
1 Henny Penny Chicken Fryer  
1 Mop Bucket with wringer  
1 Vulcan deep Fryer  
1 Vulcan six burner stove  
1 Vulcan 4 burner grill  
1 Vulcan Therm Aire Oven (2 door)  
1 Hobart Slicer with all attachments  
1 Dough Scale  
1 Hobart Commercial Mixer Serial #11-091-934  
1 Wall shelf (2 shelves 4 ft. long)  
1 Wall shelf (1 shelf, 5 ft long)  
1 Wall shelf (2 shelves, 3 ft. long)  
1 2 door General Electric Bread Warmer  
1 4 Base Stainless Steel Steam Table 2 drawers, 2 storage components and shelf, with top shelf  
1 Vulcan Walk in Refrigerator  
1 Montgomery Wards Deluxe 26 Freezer  
1 Stainless Steel Table with can opener attached  
1 Sicilian Tray Stand with 30 square trays and 12 ft. long trays  
49 Stainless Steel Pizza dough trays with Lids  
All other utensils, dishes and silverware

1 Cash register

271105

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 2. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Aeronautical Radio, Inc.  
2551 Riva Road  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Diamond Acceptance Corp.  
Apple Hill, Suite 205  
Natick, MA 01760

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

RECORD FEE 11.00

BOOK 522 PAGE 333

01/25/00

JA

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

1 Hewlett-Packard Laserjet II Printer  
with 1 MB expansion board

Serial # 1731J86178

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

Recordation tax not applicable as this is a true lease.

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

Aeronautical Radio, Inc.

Diamond Acceptance Corporation

By: John F. Capossela, Dir  
Signature(s) of Debtor Purch & Contracts

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

271496

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) R. E. Michel Company, Inc. One R. E. Michel Drive Glen Burnie, Maryland 21061-6495	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Michael W. Dominick, V.P. <hr/> Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. See SCHEDULE A attached.

RECORD FEE 11.00

4. Proceeds and products of collateral; and all options, rights, conversion, substitution and other privileges now and hereafter arising with respect to collateral are covered hereunder.

POSTAGE .50

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 300,000 TAXABLE VALUE \$300,000

01/25/87 JA

DEBTOR:

R.E. Michel Company, Inc.

R.E. Michel Co Inc  
(Type Name)

X By: Ronald D Miller Treas

By: Ronald D. Miller, Treas.

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Michael W. Dominick, V.P.

Michael W. Dominick, V.P.  
(Type Name)

December 31 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.

11-21-80

## Schedule A

to the Financing Statement dated  
December 31, 1987

BOOK 522 PAGE 335

DESCRIPTION	SERIAL NUMBER	AMOUNT	STATE
1988 INTERNATIONAL 2375	1HSZDGFN3JH533042	40631.56	MD
1988 INTERNATIONAL 8300	1HSJYG2R5JH528547	55043.91	MD
1988 INTERNATIONAL 8300	1HSJYGTR5JH503081	54824.54	MD
1988 SEMI TRAILER FBXF248W	1H2V04820JH009116	15576.83	MD
1988 SEMI TRAILER FBXF248W	1H2V04822JH009117	15576.83	MD
1988 SEMI TRAILER FBXF248W	1H2V04824JH009118	15576.83	MD
1988 SEMI TRAILER FBXF248W	1H2V04826JH009119	15576.83	MD
1988 SEMI TRAILER FBXF248W	1H2V04822JH009120	15576.84	MD
1988 SEMI TRAILER FBXF248W	1H2V04824JH009121	15576.84	MD
1988 CROWN VICTORIA S4DR	2FABP72F3JX142785	13225.79	MD
1988 FORD F359 4X2	1FDKF27H5JNA46086	16727.31	MD
1988 FORD F359 CHASSIS CAB	1FDKF37H7JNA46087	16727.31	VA
1988 E250 CARGO VAN		10760.98	PA
1988 E250 CARGO VAN		10760.98	MD
1988 E250 CARGO VAN		10760.98	DEL
1988 FORD F359	1FDKF37HXJNA46083	16727.31	VA
1988 FORD F359	1FDKF37H9JNA46088	16727.31	PA
1988 FORD F359	1FDKF37H0JNA46089	16727.31	MD
1988 FORD F359	1FDKF37H1JNA46084	16727.31	VA
1988 FORD F359	1FDKF37H3JNA46085	16727.31	MD
1988 TOWMOTOR	459179	13702.63	MD
1988 TOWMOTOR	459171	13702.63	MD
1988 TOWMOTOR	459244	13702.63	MD
1988 TOWMOTOR	459246	13702.63	MD
1988 TOWMOTOR	459247	13702.63	MD
CARTON CLAMP	678854P49	5601.79	MD
MV/10000 COMPUTER EQUIP.	073530-0027	416889.27	MD
1987 FORD F359 CAB	1FDKF37L2HNA42544	16801.00	NY
1987 FORD F359 CAB	1FDKF37L5HNA40576	16492.00	PA
1986 INTERNATIONAL	1HSRDGTR8GHB15143	60696.00	MD
1987 FORD F700 CHASSIS CAB	1FDNF70H9HVA18252	17311.50	VA
TOTAL		----- 1008865.62	

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 54 Page No. 6  
Identification No. 35048 Dated February 9, 1966

1. Debtor(s) { GLYNN, Francis I.P. and Amelia, his wife  
Name or Names—Print or Type  
{ 1601 Edgerton Place, Crofton, MD 21113  
Address—Street No., City - County State Zip Code

2. Secured Party { ICM FOR EAST RIVER % WYE MORTGAGE COMPANY  
Name or Names—Print or Type  
{ 1400 Front Avenue, Lutherville, MD 21093  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) February, 1996

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) PIF</p>

RECORD FEE 10.00  
POSTAGE .50  
#026600 0055 404 112147  
01/25/88

Attach Seal

Dated: December 22, 1987  
EAST RIVER SAVINGS BANK  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Ludwig A. Odierna, Sr. Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

#4380 - GLYNN (NASA)

1000  
Charles J. Sullivan, Jr., Esq.  
7100 ... 211  
College Park, Maryland 20740

FORM

522 PAGE 337

STATE OF MARYLAND

RECEIVED

County

FINANCING STATEMENT FORM UCC-1

JAN 12 1988

Identifying File No.

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

V.E.E.D.

271107

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,108.00

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 GENERAL ELEVATOR COMPANY, INCORPORATED (FED. ID #52-0324870)
Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. (FED. ID #95-3162444)
Address 2020 EAST FIRST STREET, SUITE #401; SANTA ANA, CA 92705

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

3. ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 6199; ORANGE, CA 92613

3. Maturity date of obligation (if any)

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

AMP. REF: SCHEDULE 8 (MD) TO LEASE #OL-1776 (MD), DATED MARCH 13, 1987

(02) IBM WHEELWRITER 6 TYPEWRITERS W/PRINTER OPTION

RECORD FEE 11.00

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS, AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

RECORD TAX 17.50

INSURANCE .50

#032620 0345 R03 T14:01

885032

01/25/88

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)

(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

David A. Quaranta, CPA
Type or Print Above Signature on Above Line

(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

11-1750

RECEIVED

JAN 12 1988

County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271403

V.E.F.D.

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. \$ 2,108.00

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 AMPLICON, INC. Fed. Id. #95-3162444
Address 2020 EAST FIRST STREET, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P. O. BOX 6199, ORANGE, CA 92613

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

- 3. Maturity date of obligation (if any) RECORD FEE 11.00
4. This financing statement covers the following types (or items) of property: (list) RECORD TAX 17.50
GENERAL ELEVATOR COMPANY, INCORPORATED .50
REF: SCH. 8(MD) TO LEASE OL-1776(MD) DATED MARCH 13, 1987
02 IBM WHEELWRITER 6 TYPEWRITERS W/PRINTER OPTION 01/25/88

"including all accessions, additions, replacements, substitutions and improvements thereto and therefore, and all proceeds (including insurance proceeds) of and from said equipment."

885032

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)
AMPLICON, INC.
Type or Print Above Name on Above Line
Todd R Meyer
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

11-1750

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 269999

RECORDED IN LIBER 518 FOLIO 360 ON 10/1/87 (DATE)

1. DEBTOR

Name Bud Harding Contractors Inc.  
Address 402 Marlboro Road, Lothian, MD 20711

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd.  
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

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #027830 DT77 R04 T10456 01/26/88</p>	

Dated January 18, 1988

[Signature]  
(Signature of Secured Party)  
James J. Citro, V.P.  
Type or Print Above Name on Above Line

1550

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269743

RECORDED IN LIBER 517 FOLIO 586 ON 9/21/87 (DATE)

1. DEBTOR

Name E.L. Gardner Inc.

Address P.O. Box 39, Ganbrills, MD 21054

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.

Address 4601 Washington Blvd.

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

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

RECORD FEE 10.00

POSTAGE .50

#027840 CTT7 R04 T10:57

01/26/88  
PH

Dated \_\_\_\_\_

[Signature]  
(Signature of Secured Party)

James J. Citro, V.P.

Type or Print Above Name on Above Line

1050

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268724

RECORDED IN LIBER 515 FOLIO 54 ON 7/21/37 (DATE)

1. DEBTOR

Name SSC Corporation  
Address 305 Furnace Branch Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd.  
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

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

RECORD FEE 10.00

POSTAGE .50

8027850 0777 R04 1104

01/26/60

Dated \_\_\_\_\_

James J. Citro, V.P.  
(Signature of Secured Party)  
James J. Citro, V.P.  
Type or Print Above Name on Above Line

15.00

271111

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 Maryland Auto & Truck Repair Inc. #105018  
Address 512 Crain Hwy, Bldg B, Glen Burnie Md 21061

2. SECURED PARTY

Name Seaboard LeasingCo  
Address 2861 Jessup Rd, Jessup Md 20794

RECORD FEE 11.00

#028090 DTIT R04 111-20

01/26/06

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-Allen Engine Analyzer  
Model #92-190  
Serial #C3C-83840/G3C-66388

Name and address of Assignee  
Eaton Financial Corp.  
The Beaumont Bldg.  
P.O. Box 9104  
Framingham, MA 01701

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

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)

*Laurence A. Hillman*  
(Signature of Debtor)

Maryland Auto & Truck Repair Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*E. P. ...*  
(Signature of Secured Party)

Seaboard Leasing Co  
Type or Print Above Signature on Above Line

11-



Debtor: Paine Webber Incorporated

BOOK 522 PAGE 344

Secured Party: ITC Leasing Co.

All of the equipment and personal property and all modifications and additions thereto and replacements and substitutions therefor, in whole or in part, leased or to be leased by Secured Party to Debtor pursuant to Lease Schedule Number 01 dated 10/21/86 to Master Lease Agreement Number 1382 dated 8/7/86 between Secured Party as Lessor and Debtor as Lessee, as the same may be amended, modified or supplemented, including (without limitation) the following equipment:

AT&T Information Systems Equipment

<u>Quantity</u>	<u>Description</u>
One (1)	New Merlin 3070 which includes:
One (1)	Mod 25 JK Addt
Twenty (20)	Wrg/Merlin/Frl/Pln1
Two (2)	Set TT Desk
Two (2)	Starset II StdHdst
One (1)	Starset II QD Hdst
Twenty (20)	Merlin 10But VT/HFAI
Four (4)	Merlin 10But Voice T
One (1)	Merlin Atnd Console
Three (3)	Merlin 34 But Dlx Vt
Three (3)	Merlin Headset Adapt
One (1)	Spkrphn for Spkr Set
One (1)	Merlin Alert Bell
One (1)	Merlin 3070 CU
One (1)	Merlin FM4 & SMDR
Four (4)	Merlin 5 Line Mod
Two (2)	Merlin 10 TML Mod
One (1)	Merlin Services Mod
One (1)	Merlin 3070 Sup Pwr
One (1)	1030/3070 Wall Mnt

Centel Business Systems Equipment

<u>Quantity</u>	<u>Model Number</u>	<u>Description</u>
Two (2)		New Northern Telecom SL1-MS and
One (1)		New Northern Telecom SL1S including:
One (1)	580SL1-1	RTU/711 Basic Program (MS)
One (1)	550SL1-1	RTU/Advanced Station Features
One (1)	552SL1-1	RTU/Call Detail Recording, List
One (1)	597SL1-1	RTU/BARS

One (1)	656SL1-1	RTU/2500 Set Features
One (1)	674SL1-1	RTU/ODAS
One (1)	652SL1-1	RTU/Dial Intercom
One (1)	440SL1-1	RTU/Call Park
One (1)	443SL1-1	RTU/System Speed Call
One (1)	593SL1-1	RTU/History File
One (1)	506SL1-1	RTU/Stored Number Redial
One (1)	105SL1-1	RTU/Meridian Digital Telephones
One (1)	778SL1-1	RTU/Meridian M3000 Touchphone
One (1)	730SL1-1	RTU/Distinctive Ringing
One (1)	769SL1-1	RTU/Deluxe Hold
One (1)	166SL1-1	Pre-Packaged SL-1MS
One (1)	QPC80	10V Converter Pack
One (1)	QPC82	30V Converter Pack
Two (2)	QPC163	48V Regulator
One (1)	QSP39	C.E. Shelf (MS)
One (1)	QPC197	Tone & Digit Switch
One (1)	QPC362	Conference/Network
One (1)	QPC190	5/12 Converter Pack
One (1)	QPC43	Peripheral Signal Pack
One (1)	QUD20	Cooling Unit
Two (2)	NE-25MQ2	SDI Cable (16 Ft.)
One (1)	QPC376	Dual Network
Two (2)	301SL1-1	Peripheral Shelf Assembly
Two (2)	QCAD124	Connector Cable (NE/PE)
One (1)	QPC61	SL-1 Console Card
Eight (8)	QPC451	SL-1 Line Card
Eight (8)	QCW4	CO/WATS/FX/Trunk Card
One (1)	247SL1-1	Dual Port SDI
One (1)	NE-25MQ3	SDI Cable/CDR
One (1)	QPC71	2-W E&M/DX/Page Trunk Card
Four (4)	QPC449	Loop Signaling Trunk
One (1)	QMT4	Handset Module
Nine (9)	PO547127	24V-Power Transformer
One (1)		Maintenance Teletype
One (1)	GDC103 JM	Maintenance Modem
One (1)	QSU61	Maintenance Test Set
One (1) Lot		Misc. Installation Material
Sixty (60)	QSU60	SL-1 Telephone
Ten (10)	QMT2	20 Button Module
Five (5)	QKNI	Headset Interface Kit
Five (5)		Plantronics Starset II
One (1)	580SL1-1	RTU/711 Basic Program (MS)
One (1)	550SL1-1	RTU/Advanced Station Features
One (1)	552SL1-1	RTU/Call Detail Recording, List
One (1)	597SL1-1	RTU/BARS
One (1)	656SL1-1	RTU/2500 Set Features
One (1)	674SL1-1	RTU/ODAS
One (1)	652SL1-1	RTU/Dial Intercom
One (1)	666SL1-1	RTU/CDR Call Account Codes
One (1)	598SL1-1	RTU/ARS Traffic, ARS Queueing
One (1)	440SL1-1	RTU/Call Park
One (1)	443SL1-1	RTU/System Speed Call
One (1)	690SL1-1	RTU/Message Center (40 & 46)
One (1)	539SL1-1	RTU/CDR Forced Charge Account

BOOK 522 PAGE 345

One (1)	593SL1-1	RTU/History File
One (1)	506SL1-1	RTU/Stored Number Redial
One (1)	105SL1-1	RTU/Meridian Digital Telephones
One (1)	106SL1-1	RTU/Meridian M3000 Touchphone
One (1)	471SL1-1	RTU/Last Number Redial
One (1)	730SL1-1	RTU/Feature Package 1
One (1)	166SL1-1	Pre-Packaged SL-1MS
One (1)	QPC80	10V Converter Pack
One (1)	QPC82	30V Converter Pack
Two (2)	QPC163	48V Regulator
One (1)	QSP39	C.E. Shelf (MS)
One (1)	QPC197	Tone & Digit Switch
One (1)	QPC362	Conference/Network
One (1)	QPC190	5/12 Converter Pack
One (1)	QPC43	Peripheral Signal Pack
One (1)	QUD20	Cooling Unit
Two (2)	NE-25MQ2	SDI Cable (16 Ft.)
One (1)	QPC376	Dual Network
Two (2)	301SL1-1	Peripheral Shelf Assembly
Two (2)	QCAD124	Connector Cable (NE/PE)
One (1)	QPC61	SL-1 Console Card
Five (5)	QPC451	SL-1 Line Card
Four (4)	QPC450	CO/WATS/FX/Trunk Card
One (1)	QCW4	Console
One (1)	247SL1-1	Dual Port SDI
One (1)	NE-25MQ3	SDI Cable/CDR
One (1)	QPC71	2-W E&M/DX/Page Trunk Card
Three (3)	QPC449	Loop Signaling Trunk
One (1)	QMT4	Handset Module
Nine (9)	PO547127	24V-Power Transformer
Three (3)	QKNI	Headset Kit
One (1)		Maintenance Teletype
One (1)	GDC103 JM	Maintenance Modem
One (1)	QSU61	Maintenance Test Set
One (1) Lot		Misc. Installation Material
Eighteen	QSU60	SL-1 Telephone
Twenty (20)	QSU71	Compact SL-1 Telephone
Eight (8)	QMTI	10 Button Module
Three (3)	QKNI	Headset Interface Kit
Four (4)		Plantronics Starset II
One (1)		Conference 2000 Speakerphone
Thirty-nine		6 Conductor Modular Jacks
5,850 Ft.		Inside Wire, 3 Pair

Contel/Executone Equipment

<u>Quantity</u>	<u>Description</u>
Four (4)	New Executone Encore 2464+ including:
One (1)	Encore 2464 Key Service Unit
One (1)	CPU Card, Plus
One (1)	Tone Generator Card
Two (2)	8 Circuit Station Cards, Plus

Three (3)	4 Circuit CO Line Cards
One (1)	DSS Unit
Fourteen (14)	Encore 24-Line Plus Key Telephones
Two (2)	Encore 24-Line Plus Display/Speakerphones
One (1)	Encore 24-Line Plus Displayphone
One (1)	8 Circuit Station Card, Plus
Two (2)	4 Circuit CO Line Cards
Twelve (12)	Encore 24-Line Plus Displayphones
One (1)	Encore 3696 Key Service Unit
One (1)	Power Supply
One (1)	CPU Card, Plus
One (1)	Tone Generator Card
Four (4)	8 Circuit Station Cards, Plus
Five (5)	4 Circuit CO Line Cards
Two (2)	DSS Units
Twenty-four (24)	Encore 24-Line Plus Key Telephones
Two (2)	Encore 24-Line Plus Displayphones
Two (2)	Encore 24-Line Plus Displayphones with Speakerphones
One (1)	Least Cost Routing Card
One (1)	SMDR Card (RS232 Port)
Six (6)	Long Handset Cords
One (1)	Encore 2464 Key Service Unit
One (1)	Power Supply
One (1)	CPU Card, Plus
One (1)	Tone Generator Card
Three (3)	8 Circuit Station Cards, Plus
Six (6)	4 Circuit CO Line Cards
One (1)	DSS Unit
Seventeen	Encore 24-Line Plus Key Telephones
Four (4)	Encore 24-Line Plus Displayphones
One (1)	Encore 6-Line Telephone
One (1)	Encore 24-Line Plus Telephone
One (1)	External Ring Adapter
One (1)	External Chime
Four (4)	Headsets
One (1)	Power Failure Phone
One (1)	RS232 Port

GTEL Equipment

<u>Quantity</u>	<u>Description</u>
One (1)	New GTE Omni SI including:
Thirty-two	Station Lines
Twenty	CO Trunks
	Memory Battery Hold-Up
	Power Failure Transfer Circuits
	Music-on-hold Access
	Remote I/O Terminal Interface
	Paging Interface
Four (4)	FeatureComm III 8-Button
Seven (7)	FeatureComm III 8-Button with Add-on Plug
Seventeen	FeatureComm IV 16-Button w/Speakerphone

Seven (7)  
Two (2)  
One (1)  
One (1)  
One (1)  
Two (2)  
Two (2)

DSS - 30-Button  
Flash Com I Desk  
10B13 20AMP Power Supply  
Busy Lamp Display Unit Omni SI  
Connector Cable  
Starmate Quick Disconnect  
Feature Comm IV 16 Btn w/Display & Speakerphone

BOOK 522 111345

ICS Telephones, Inc. of Waco Equipment

<u>Quantity</u>	<u>Description</u>
One (1)	New Toshiba Strata XX and
One (1)	New Toshiba Perception including:
One (1)	Key Service Unit
One (1)	Power Supply
Two (2)	Crosspoint Cards
Seven (7)	Line Cards
Three (3)	Station Cards
One (1)	Repertory Dial Unit
One (1)	SMDR Unit
One (1)	Direct Station Selector Interface
Two (2)	Direct Station Selectors
One (1)	Remote Pick-up answer recorder
Seventeen (17)	20-button Telephones (Speakerphones)
	Power Battery Back up
One (1)	Music on Hold/Background Music AM/FM Tuner
Five (5)	DTMF Receiver
One (1)	CO Trunk Cards
One (1)	Console
One (1)	Power Failure Transfer
Four (4)	EKT Station Cards
One (1)	SLE Station Card
Seven (7)	20-button Speakerphones
Fifteen (15)	20-button LCD Speakerphones
Three (3)	2500 Desk Tap Telephones
One (1)	2500 Wall Tap Telephone
Two (2)	Chimes

SNET Sonacor Equipment

<u>Quantity</u>	<u>Description</u>
One (1)	New Mitel SX-100 which includes:
One (1)	Mitel SX200 Generic 1000 Basic System including:
One (1)	SX200 Cabinet
One (1)	Control Shelf
One (1)	Bay Power Supply - Bay 2
One (1)	Disk Drive
One (1)	Maintenance Panel
One (1)	Rear Door Power Supply
One (1)	Bay 3 Shelf

One (1)	Digital Interface Card
One (1)	Peripheral Control Card
One (1)	Scanner Card
One (1)	Fan Assembly
One (1)	Main Control Card
One (1)	Interconnect Card
One (1)	Power Failure Transfer (12) Circuits
One (1)	Generic 1000 Software Package
One (1)	Universal Card (4 Module Ports)
One (1)	Bay Power Supply - Bay 1
Two (2)	DNS Line Card (12 Port/Card)
One (1)	DTMF Receiver Module
Three (3)	8-Station Superset 4 Line Card (8 Ports/Card)
Seven (7)	4-Circuit Trunk Card (4 Ports/Card)
Eighteen (18)	16-Button Superset-4 Telephone with Built-in Speakerphone
Six (6)	Single Line Touchtone Flashphone with Flash and Message Waiting Buttons
One (1)	General Data Comm 212 Remote Maintenance Modem
Two (2)	Ground Start Button for Power Failure
Two (2)	Ground Start Bracket for Power Failure
Twenty-six (26)	Gas Tube Protector for Central Office Trunks
Two (2)	Gas Tube Bracket
Twenty-four (24)	Re-term and Retrofit of Existing Station Cable/Wire
Twenty-five (25)	Station User Training Single Line Stations & Superset-4 Stations

Equipment Locations

Paine Webber Incorporated  
350 South Center, Suite 180  
Reno, Nevada 89505

Paine Webber Incorporated  
433 Hackensack Avenue  
Hackensack, New Jersey 07601

Paine Webber Incorporated  
2029 Century Park East, Suite 2950  
Los Angeles, California 90067

Paine Webber Incorporated  
2000 Post Oak Boulevard, Ste. 120  
Houston, Texas 77056

Paine Webber Incorporated  
3608 West Friendly Avenue  
Greensboro, North Carolina 27404

Paine Webber Incorporated  
Benfield Village Shopping Center  
Severna Park, Maryland 21146

Paine Webber Incorporated  
1990 West New Haven Avenue  
Melbourne, Florida 32901

Paine Webber Incorporated  
53 East Antrim Drive  
Greenville, South Carolina 29607

Rotan Mosele  
123 North 5th Street  
Waco, Texas 76701

Rotan Mosele  
1350 Nassau Road 1, Suite 202  
Houston, Texas 77058

Paine Webber Incorporated  
56 Peninsula Center  
Rolling Hills, California 90274

Paine Webber Incorporated  
195 Church Street  
New Haven, Connecticut 06510

It is the intent of the Secured Party-Lessor and the Debtor-Lessee that the said Master Lease Agreement represents a valid and enforceable lease. However, without prejudice to the rights of the said parties under said lease, this Financing Statement is filed to comply with the requirements of the Uniform Commercial Code in the event it be determined for any reason, notwithstanding such intent, that said lease constitutes a security agreement under the Uniform Commercial Code. Proceeds of collateral are also covered, including insurance proceeds but without power of sale.

271413

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 Benfield Service Station  
Address 317 Rte.3 Millersville, MD 21108

2. SECURED PARTY

Name Seaboard Leasing Co.  
Address P.O. Box 570 Jessup, MD 20794

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 - Engine Analyzer 25-200

S/N B0039274

#104635  
104711

Name and address of Assignee  
Eaton Financial Corp.  
The Beaumont Bldg.  
P.O. Box 9104  
Framingham, MA 01701

RECORD FEE 11.00

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)

#028100 CITY ROS 111/20

01/20/00  
JA

(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 Michael J. Smith  
(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

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

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

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

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

1. DEBTOR

Name The North Arundel Hospital Association, Inc.

Address 301 Hospital Drive Glen Burnie, MD 21061

2. SECURED PARTY

Name The Philadelphia National Bank

Address Broad and Chestnut Streets (Leasing Dep't) Philadelphia, PA 19101

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) Siemens Nuclear Medicine Gamma Camera, s/n 96393/FB-028

RECORD FEE 11.00

#028140 CTTT 004 11/23

01/26/00

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)

The North Arundel Hospital Association, Inc.

(Signature of Debtor)

J. Lynn M...  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Philadelphia National Bank

(Signature of Secured Party)

C. Rogers Childs, Jr.  
Type or Print Above Name on Above Line

C. ROGERS CHILDS, JR.

VICE PRESIDENT

BOOK 522 PAGE 352

271115

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) Chesapeake Mobile Homes, Inc. 8348 MD, Rt #3 Northbound Millersville, MD 21108	2 Secured Party(ies) Name(s) and Address(es) Security Pacific Housing Services, Inc. 800 Berwyn Park Suite 101 Berwyn, PA 19312	4 For Filing Officer: Date, Time, No. Filing Office  RECORD FEE 11.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property Debtor (consignee) hereby grants secured party (Consignor) a security interest in all returned and repossessed manufactured homes and proceeds thereof now or hereafter in possession of debtor whether for consignment, storage, or for resale and covered by this security agreement held by secured party. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) 711126 01/24/88 JA	
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input checked="" type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

Chesapeake Mobile Homes, Inc. By [Signature] Signature(s) of Debtor(s)  
 SECURITY PACIFIC HOUSING SERVICES, INC. By [Signature] Signature(s) of Secured Party(ies)  
 (1) FILING OFFICER COPY - NUMERICAL (3/83) (Required only if Item 10 is checked)

11.50

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)  
Alex Brown & Sons Incorporated  
23 West Street, 1st floor  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
NELCO, Ltd. (86103/7)  
10810 Trade Road  
Richmond, VA 23236

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 ATTACHED SCHEDULES

This is a true lease, this notice is intended for memorandum purposes only.

RECORD FEE 11.00

POSTAGE .50

#028250 CTTT R04 T1113

5. Assignee(s) of Secured Party and Address(es)  
Signet Leasing & Financial Corporation  
P.O. Box 2373  
Baltimore, MD 21203

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:

Alex Brown & Sons Incorporated

By: *[Signature]*  
Signature(s) of Debtor(s)

Conv - Alphabetical

NELCO, Ltd. (Annapolis, MD)

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

STANDARD FORM - FORM UCC-1.

Date: 12/22/87  
Location: Annapolis, MD  
23 West Street, 1st floor  
Annapolis, MD 21401

Schedule #1 PCS

Machine	Description	S/N	Cost	Purchase Order #	Invoice Date
HP LASERJET II	PRINTER	2531184569	\$2,126.45 ..... \$2,126.45	870064	1/29/87

BOOK 522 11-354

BOOK 522 PAGE 355

271117

Debtor or Assignor Form

Anne Arundel

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax Principal Amount is \$ 25,000.00 (187.50)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
B & D Enterprises, Inc.  
D/B/A B & D Leasing  
(Name)  
108 Holsum Way  
(Address)  
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
Attn: Gerard R. Mikulski, V P  
Name of Secured Party  
P.O. Box 1596 Banc 101-560  
(Address)  
Baltimore, Maryland 21203

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

1 Hartridge 1S Horsepower Test Stand Serial #718-308-G-6

RECORD FEE 12.00  
 RECORD TAX 175.00  
 POSTAGE .05  
 #028270 CTTT R04 T11735  
 01/26/83  
 POSTAGE .45  
 #028280 CTTT R04 T11735  
 01/26/83  
 JA

2 The collateral property is affixed or to be affixed to or grows to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the same) 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)  
Willam C. Foster  
(Signature)  
Willaim C. Foster, President  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
(Seal)  
(Signature)  
(Print or Type Name)

175-50

STATE OF MARYLAND

BOOK 522 PAGE 356

JAN 1988

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 518 FOLIO 201 ON 9/29/87 (DATE)

1. DEBTOR

Name Northward Corp. dba Pasadena 4A Rentals  
Address 8004 Jumpers Hole Road, Pasadena, MD 21122; Anne Arundell County

2. SECURED PARTY

Name Reli Financial Corp. RECORD FEE 10.00  
Address P.O. Box 797 POSTAGE .50  
Northbrook, IL 60065-0797

Person And Address To Whom Statement Is To Be Returned If Different From Above #075320 C777 R04 T11130

3. Maturity date of obligation (if any) \_\_\_\_\_

01/26/88  
JA

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtor's Name as Follows: <u>Northward Corp. t/a Pasadena Rentals &amp; Sales</u></p>	

STATE OF MARYLAND  
LIBRARY OF THE  
UNIFORM COMMERCIAL CODE COMMISSION  
BALTIMORE, MD

Darleen Hoffmann  
~~Northward Corp. dba Pasadena 4A Rentals~~  
Reli Financial Corp DARLEEN HOFFMAN - SENIOR  
ACCOUNT ADMINISTRATOR

Dated 1/11/88

[Signature]  
(Signature of Secured Party)

~~Northward Corp. dba Pasadena 4A Rentals~~  
~~Reli Financial Corp~~ REESE DIGGS JR.  
Type or Print Above Name on Above Line PRESIDENT

18750

FINANCING STATEMENT

~~(Continuation - Termination - Assignment - Partial Release)~~

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  
 Financing Statement } Liber 483 Folio 49 File No. 255759  
Date of Financing Statement February 28, 1985

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No	Street	City State
Lowell R. Glazer and Leonard J. Attman partners trading as Stage Coach Company Stage Coach Company, a limited partnership		7779 Marcin Drive	Glen Burnie, Md. 21061
2. Secured Party (or assignee) SOVRAN BANK / MARYLAND F/K/A Suburban Bank	Sovran Bank	6610 Rockledge Drive Bethesda, Maryland	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:

RECORD FEE 10.00  
POSTAGE .50  
#028440 CTTT R04 F11147  
01/26/88  
JA

- 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:

Dated: December 14, 1987 19

Secured Party:  
SOVRAN BANK / MARYLAND  
By: Betty L. Talbott  
Type Name Betty L. Talbott  
Title Commercial Loan Operations Officer

10.50

271413

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):  
Baldwin Line Construction of Maryland, Inc.  
6121 Rt. 322  
Narvon, Pa. 17555

2 Secured Party(ies) Name(s) and Address(es):  
Blue Ball National Bank  
PO Box 580  
Blue Ball, Pa. 17506

3  The debtor is a transmitting utility

4 For Filing Office Use Only  
~~RECORD FEE OF 11.00~~

5 This Financing Statement covers the following types (or items) of property:  
1 Venner Trenching Machine  
Model # M-470  
Serial # 1640

6 Assignee(s) of Secured Party and Address(es):  
RECORD FEE 11.00  
POSTAGE .30  
~~#028300 0777 RW4 T1170~~

Products of the Collateral are also covered

8 Describe Real Estate Here: \_\_\_\_\_  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner: \_\_\_\_\_

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)

No. & Street: \_\_\_\_\_ Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 4

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:  
 Consignor(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Baldwin Line Construction of Maryland, Inc. Blue Ball National Bank

By [Signature] President By [Signature]

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL (5-83) 11.50

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

RECORD FEE 11.00  
POSTAGE .30  
#028480 0777 RW4 T1170

01/26/88

271430

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 \$\_\_\_\_\_ 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): Technology Leasing Associates Address(es): \_\_\_\_\_ Location of Equipment: 80 West Street  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Community Loan Unit  
 Attention: Lisa Keller Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

N/A  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: Technology Leasing Associates

Secured Party: Maryland National Bank

By: Richard E. Walters (Seal)  
Type name and title if any  
Richard E. Walters, General Partner

By: Debra L. Phipps (Seal)

By: Leonard E. Moodispaw (Seal)  
Type name and title if any  
Leonard E. Moodispaw, General Partner

Debra L. Phipps, Branch Officer  
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

By: M. Willson Offutt (SEAL)  
M. Willson Offutt, IV, General Partner

RECORD FEE 20.00  
STAGE .50  
R03 713148  
01/26/88  
30

SCHEDULE A

BOOK 522 PAGE 360

<u>Quantity</u>	<u>Description</u>
1	024 824 Hi-Bk-Swivel Rker. pecan
4	024 824C Hi-Bk Cushions
1	024 529 Ottoman 377B pecan
1	225 8121-48 48" sq. rnd. table
	6067-1-EM MHG. conf. table desk
	500M letter tray
	500M letter tray
	2812 ST glazed ex. chair
	1801 blackberry chair
14	PA Series Acoustical Panel, NRC Rating .80/, 60H x 60W
10	PA Series Acoustical Panel, 60H X 36W
2	PA Series Acoustical Panel, 60H X 24W
4	PA Series, 60H X 48W
6	Bookshelf, 12D X 12H X 60W
10	Straight Line Connector, Top & Bottom
5	Right Angle Corner/90 Degrees Connecting Top & Bottom
4	3 Way Connector, Connecting Top & Bottom
2	2 Way Panel Connecting Top & Bottom
1	Power Pole, 10' (Check Ceiling Height)
11	Electrical Raceway, 60W, Wired
2	Raceway, for 24W Panel, Wired (No Outlets)
3	Electrical Raceway, Non Wired, 60W
4	Electrical Raceway, Non Wired, 48W
10	Electrical Raceway, 36W
7	Wiring Jumpers/Straight Panel to Panel
4	Executive Desk, 36 X 72W, Center Drawer, w/Central Lock Black 2/Walnut Lam. Top P/N: 32281WABL
5	Executive Desk, 30 X 60, Central Drawer, w/Central Lock Black w/Walnut Lam. Top P/N: 32261WABL
4	Executive Swivel Chair (Chrome, Brown) P/N: 1402BR
8	Executive Side Chair (Chrome, Brown) P/N: 1404BR
5	Executive Swivel Chair (Chrome, Beige) P/N: 1402BE
5	Executive Side Chair (Chrome, Beige) P/N: 1404BE
9	Conference/Work Table, 30 X 60, w/"H" Legs, Chrome w/Walnut Lam. Top P/N: 14060WA W/23HLEGCHR
6	Four Drawer Legal File w/Lock Black P/N: 414LBL
14	Bookcase, 36W, Metal, 52H Black P/N: 9576BL
1	Executive Desk, 36 X 72, Center Drawer, w/Central Lock Black w/Walnut Lam. Top P/N: 32281WABL
1	Executive Desk, 30 X 60, Center Drawer, w/Central Lock Black w/Walnut Lam. Top P/N: 32261WABL
1	Executive Swivel Chair (Chrome, Brown) P/N: 1402BR
4	Executive Side Chair (Chrome, Brown) P/N: 1404BR
1	Executive Swivel Chair (Chrome, Beige) P/N: 1402Be
2	Executive Side Chair (Chrome, Beige) P/N: 1404BE
5	Bookcase, 36W x 52H, Metal Black P/N: 9576BL
3	Four Drawer Legal File, w/Lock Black P/N: 4141BL
5	Work Chairs (Chrome, Grey) P/N: 373GREY
1	1410-1-EM MHG CREDENZA

3 Work Table, 30 X 60, Computer Height Black Legs w/  
Walnut Lam. Top P/N: 62570WABL  
4 Work Table, 30 X 60, Computer Height Black Legs w/  
Walnut Lam. Top P/N: 62570WABL  
4 Conference/Work Table, 30 X 60, w/"H" Legs Chrome  
Legs w/ Walnut Lam. Top P/N: 14060WALW/23HLEGCHR  
8 Bookcase, 36W X 52H, Metal Black P/N: 9576BL  
3 Four Drawer Legal File, w/Lock Black P/N: 414LBL  
3 Executive Side Chair (Chrome, Beige) P/N: 1404BE  
8 Conference/Work Table, 30 x 60, w/"H" Legs Chrome  
Legs w/ Walnut Lam. Top P/N: 14060WALW/23LEGCHR  
PO#87-11 Office Panel Systems  
PO#87-12 Office Furnishings

1 60234 386(16) LG, EGA, 70MB, 1.2FD  
1 20041 80287-8 MATH CHIP  
1 60075 360K-286 GRAY, MIT  
1 60199 386K, 1MEG OPT UPGRD KIT  
1 60210 HONEYWELL BULL SERVICE C  
1 10072 MICROSOFT DOS 3.2 W/G.W.  
1 40002 MICROSOFT MOUSE (SERIAL)  
1 MS-DOS Version 3.21  
1 Additional 1 MEG Memory (2 MEG Total)  
1 360K Low Density Floppy Drive  
1 Math Co-Processor 80-287  
1 T1590 Talaris 1590 Printstation, 110 volts  
2 QUIC to EXCL conversion package  
3 8 1/2 by 14-inch paper cassette  
4 Two-cartridge toner kit for T1500  
4 Photoconductor kit for T1500  
6 Talaris Printstation Centronics  
parallel interface  
1 T1390 Printation  
1 Misc.  
4 HP LASERJET SERIES II W TONER  
4 HP LASERJET SERIES II IMB MEM.  
4 IBM PRINTER CABLES - CORPORATE  
1 PC-AT TEMPEST -256K  
1 1.2MB DISKETTE DRIVE  
1 DISKETTE DRIVE ADAPTER  
1 POWER SUPPLY AT  
1 PC-AT KEYBOARD  
1 HALF HEIGHT 360 DISK DRV  
1 10MB CARTRIDGE DR-SECOND  
4 10MB CARTRIDGE (515,520)  
1 MULTIFUNCTION CARD-128K  
1 256K KIT FOR AT  
1 80287 MATH CO-PROCESSOR  
1 SERIAL/PARALLEL ADAPTER  
1 VEGA GRAPHICS CARD  
1 ENH COLOR GRAPHICS DISPLY  
1 DOS 3.2 OPERATING SYSTEM  
1 ITC PC-AT TEMPEST, 256K MEMORY 1.2 MEG  
1 DISKETTE DRIVE, KEYBOARD P/N: 520T0001  
1 10MB CARTRIDGE DR W/CTRL

1	HALF HEIGHT 360K DISKETTE DRIVE P/N: 110T1000
1	HALF HEIGHT 10 MEG CARTRIDGE DRIVE P/N: 115T0515
1	SECOND 10 MEG CARTRIDY DRIVE P/N" 115T0520
4	10 MEG CARTRIDGES P/N: 140T7010
1	256K MEMORY EXPANSION AT P/N: 125T8012
1	AST "Advantage" Card 128K/Mem, Serial & Parallel P/N: 120T3000
1	80287 Math Coprocessor P/N: 175T8005
1	ITC Multigraphics Board (Vega), 256K Mem P/N: 120TVEGA
1	Enhanced Color Graphics Display P/N: 180T1010
1	IBM PC DOS 3.2 P/N: 6024232
1	Serial/Parallel Adapter P/N: 120T8040
1	Microsoft Serial Mouse P/N: 700T1005
1	0160001-000 Hardware Installation
2	386 (16) LG, EGA, 70MB, 1.2FD
2	80287-8 MATH CHIP
2	360K-286 GRAY, MIT
2	386,1MEG OPT UPGRD KIT
2	HONEYWELL BULL SERVICE C
2	MICROSOFT DOS 3.2 W/G.W.

TOTAL                    \$98,775.00

Assignment of Lease dated November 20, 1987 covering Lease Agreements 1, 2 & 3 dated November 20, 1987 by and between Technology Leasing Associates ("Lessor"), and System Engineering & Development Corporation, ("Lessee").

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 \$\_\_\_\_\_ 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): Technology Leasing Associates Address(es): \_\_\_\_\_ Location of Equipment: 80 West Street Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Community Loan Unit  
 Attention: Lisa Keller Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

Debtor: Technology Leasing Associates

Secured Party: Maryland National Bank

By: Richard E. Walters (Seal)  
 Type name and title, if any  
Richard E. Walters, General Partner

By: \_\_\_\_\_ (Seal)

By: Leonard E. Moodispaw (Seal)  
 Type name and title, if any  
Leonard E. Moodispaw, General Partner

Debra L. Phipps, Branch Officer  
 Type name and title

207-95 REV. / 86

**MARYLAND NATIONAL BANK**

By: M. Willson Offutt, IV (SEAL)  
M. Willson Offutt, IV, General Partner

RECORD FEE 14.00  
 .50  
 01/26/99  
 JA

SCHEDULE A

<u>Quantity</u>	<u>Description</u>
3	386(16) LG,EGA,70MB,1.2FD
3	80287-8 MATH CHIP
3	360K-286 GRAY, MIT
3	386, 1MEG OPT UPGRD KIT
3	HONEYWELL BULL SERVICE C
3	MICROSOFT DOS 3.2 W/G.W.
TOTAL	\$20,325.00

Assignment of Lease dated November 6, 1987 covering Lease Agreement dated November 6, 1987 by and between Techonology Leasing Assoiates, ("Lessor"), and System Engineering & Development Corporation, ("Lessee").

271122

FINANCING STATEMENT

TRUCK DEPT: 4000

7450 PAID TO DIST COURT CLERK

Not subject to recordation tax

of the court

1. Name of Debtor(s): OWINGS DRIVING, LTD  
Address: P.O. BOX 18410  
ODONTON, MARYLAND 21113

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY  
Address: P.O. BOX 311  
ANNAPOLIS, MARYLAND 21401

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

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

1 PF-35, 1974 BLACK KNOW PAVAT, SERIAL NUMBER 0546D13

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:

RECORD FEE 11.00

RECORD TAX 63.00

POSTAGE .50

#035160 0055 R03 112:07

01/27/88

JA

Debtor(s):

Secured Party:

OWINGS DRIVING, LTD

THE ANNAPOLIS BANK AND TRUST CO  
(Type Name of Dealership)

*Samuel S. Owings*  
SAMUEL S. OWINGS, PRESIDENT

By

*John Paul Koehler*

(Authorized Signature)

JOHN PAUL KOEHLER, ASST. 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.)

11100  
63-00  
P

## TO BE RECORDED:

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

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

Principal Amount is \$3,<sup>898,571.</sup>~~920,000~~.00 *afw gdw*

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

FINANCING STATEMENT

- |  |                             |                         |       |
|--|-----------------------------|-------------------------|-------|
|  |                             | RECORD FEE              | 18.00 |
|  |                             | POSTAGE                 | .50   |
| 1. Debtor:                                   | Address:                    | #035230 C237 AUG 112:30 |       |
| William J. Wroten                            | P.O. Box 1304               | 01/27/88                |       |
| Jean L. Wroten                               | Glen Burnie, Maryland 21061 |                         |       |
| 2. Secured Parties:                          |                             |                         |       |
| a) Mercantile Mortgage Corporation           | 200 East Redwood Street     |                         |       |
|  | Baltimore, Maryland 21202   |                         |       |
| b) Mercantile-Safe Deposit and Trust Company | Two Hopkins Plaza           |                         |       |
|  | Baltimore, Maryland 21201   |                         |       |
| 3. Maturity Date of Obligation               | January <u>20</u> , 1989    |                         |       |
| 4. This Financing Statement Covers:          |                             |                         |       |

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now

or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

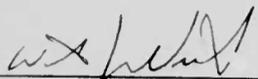
(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Indemnity Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by William J. Wroten and Jean L. Wroten to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Secured Parties:

Mercantile Mortgage Corporation

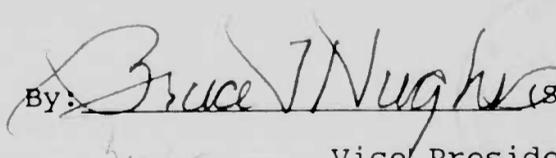
  
\_\_\_\_\_  
William J. Wroten

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

BOOK 522 PAGE 368

Mercantile-Safe Deposit and  
Trust Company

  
\_\_\_\_\_  
Jean L. Wroten

By:  (SEAL)  
\_\_\_\_\_  
Vice President

Dated: January 21, 1988

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

Laurence B. Raber, Esquire  
Reese and Carney  
10715 Charter Drive  
Columbia, MD 21043

LBR/dca

BOOK 522 PAGE 369

Legal Description

All those lots in Sections 16, 17, 18, 19 (excluding lots 3-8, inclusive and 44-48, inclusive) 20, and 21 shown on a Plat entitled "Greenhaven Replatte" in Anne Arundel County, Maryland and recorded among the Land Records of Anne Arundel County, in Plat Book 15, page 7.

BEING, in part, all those lots of ground appearing on a Plat entitled "Administrative Lot Line Change Outing Park/Greenhaven, Plat 1 of 4, 2 of 4, 3 of 4, and 4 of 4" and recorded among the Land Records of Anne Arundel County in Plat Book 110, pages 6 through 9, inclusive.

Mail to Mail to

Please return to: James C. Praley, Esquire  
P.O. Box 1330  
Glen Burnie, MD 21061  
(86-330)

BOOK 522 PAGE 370

271162

TO BE RECORDED:

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

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

Principal Amount is \$840,000.00

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

RECORD FEE 17.00

POSTAGE .50

#015270 0237 003 712:33

01/27/88

FINANCING STATEMENT

1. Debtor: Address:
  - FRANK J. SCOTT, SR. 305 East Furnace Branch Road  
Glen Burnie, Maryland 21061
2. Secured Parties:
  - a) Mercantile Mortgage Corporation 200 East Redwood Street  
Baltimore, Maryland 21202
  - b) Mercantile-Safe Deposit and Trust Company Two Hopkins Plaza  
Baltimore, Maryland 21201
3. Maturity Date of Obligation January 21, 1989
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

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

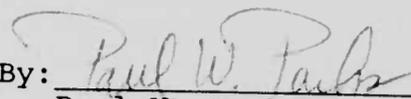
5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

  
\_\_\_\_\_  
Frank J. Scott, Sr.

Secured Parties:

Mercantile Mortgage Corporation

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

BOOK 522 PAGE 372

Mercantile-Safe Deposit and  
Trust Company

By: *Ronald D. McHugh* (SEAL)

Ronald D. McHugh, Vice President

Dated: January 22, 1988

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

~~Laurence B. Raber, Esquire  
Reese and Carney  
10715 Charter Drive  
Columbia, MD 21043~~

LBR/dca  
42209/8476

James C. Praley, Esquire  
P.O. Box 1550  
Glen Burnie, MD 21061  
(86-266)

BOOK 522 PAGE 373

EXHIBIT "A"

BEING all those thirty (30) lots of ground, open spaces and road beds as shown on the Plats entitled "Amended Plats of Westwood Manor", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 109, folios 30 and 31.

Mail to *James C. Praley*

COPY

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

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. 262465  
Date & June 25, 1986  
Hour 11:49 a.m.

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 262465  
Date of Filing June 25, 1986  
Maturity date (if any)  
Record Reference Book 499, page 329 and Book 4094, page 124

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)  
Arnold 1509 Ritchie Joint Venture 1521 Ritchie Highway Arnold, Maryland 21012  
c/o Chaconas, Plucis, Plavner

Name of Secured Party or assignee No. Street City State  
Baltimore Federal Financial, F.S.A 300 East Lombard Street Baltimore, Maryland 21201  
RECORD FEE 23.00  
POSTAGE .50

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

RETURN TO:

Mail to

Debtor(s) or assignor(s)  
ARNOLD 1509 RITCHIE JOINT VENTURE

By: [Signature]

(Type or print name under signature)

Baltimore Federal Financial (Seal)  
(Corporate, Trade or Firm Name)

[Signature]

Signature of Secured Party or Assignee  
Senior Vice President

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

23  
50

RECEIVED  
68 JUN 27 11:10:43  
H. ERLE 6607  
CLERK

AR 13

522-375

001 LLC

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Maturity date (if any)

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

CROW-RITCHIE LIMITED PARTNERSHIP, 1001 30th St. NW, Washington, D.C.  
a Maryland limited partnership

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

AMERICAN SECURITY BANK, N.A., 730 15th St NW, Washington, D.C.

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

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 22.00

POSTAGE .50

#036900 0055 R03 711445

(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.)

01/28/88

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

See Schedule "B" attached hereto and incorporated herein by reference.

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~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 N/A

Debtor(s) or assignor(s)  
CROW-RITCHIE LIMITED PARTNERSHIP,  
a Maryland limited partnership

Secured Party  
AMERICAN SECURITY BANK, N.A.  
BY: \_\_\_\_\_ (Seal)

By: Crow-Jumpers Retail Limited Partnership, a Texas limited partnership, General Partner

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

By: \_\_\_\_\_ (SEAL)

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

Steven A. Solomin  
DICKSTEIN, SHAPIRO & MORIN  
2101 L STREET, N. W.  
WASHINGTON, D. C. 20037

RETURN TO:

## Schedule "A"

All right, title and interest of the Debtor in and to all those certain lots, pieces or parcels of land with the buildings and improvements now or hereafter erected on said real estate\*, together with 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 present and future leases of said real property or any part thereof; and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor of, in and to the same, and of, in and to every part and parcel thereof; together with 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, opened or proposed, in front of or adjoining said real estate to the center line thereof; together with 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 the 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 the Debtor, in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to this lien.

TOGETHER with 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.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the above described property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the premises, all right, title, interest and estate of the Debtor to and under all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of said real estate, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and/or modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements; all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of said leases; all security deposits now or hereafter made under, and all guarantees of, any and all of said leases, and award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the said real estate, any and all payments now or hereafter made by any present or future tenant of said real estate in lieu of rent, and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of said real estate.

TOGETHER with all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; 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

\* said real estate being described on Schedule "B" hereto.

SCHEDULE "B"

All that certain land situate in Anne Arundel County, Maryland, and more particularly described as follows:

Being all of the lands conveyed by Sarah E. Cager, widow to John Wesley Cager, et ux by deed dated March 24, 1967; all of the lands conveyed by John Wesley Cager, et ux to Sarah E. Cager by deed dated March 24, 1967; all of the lands conveyed by Louis Edgar Pumphrey, Sr., et ux to Joseph R. Cager, et ux by deed dated November 15, 1944; and part of the lands conveyed by Edward M. Pumphrey, et ux to Sarah E. Cager by deed dated March 24, 1896, all being recorded among the land records of Anne Arundel County, Maryland in Liber 2057 Folio 457, Liber 2057 Folio 460; Liber JHH 337 Folio 174, and Liber GW1 Folio 415; respectively

Beginning for the same at a point at the end of the N 55° 04' 25" W 508.37 feet, line of a plat of minor subdivision entitled "\*REVISED LOT 2-R AND LOT 3-R PASADENA PLAZA" recorded among the said land records in Plat Book 98 at Page 36; thence binding reversely with said line

1. S 55° 04' 25" E a distance of 508.37 feet; thence leaving said line
2. S 03° 51' 35" W a distance of 189.10 feet to the deeded centerline of Wishing Rock Road; thence with said centerline
3. N 85° 11' 25" W a distance of 183.49 feet; thence
4. N 65° 50' 25" W a distance of 178.12 feet; thence leaving said centerline of Wishing Rock Road
5. N 34° 55' 35" E a distance of 127.32 feet; thence
6. N 55° 04' 25" W a distance of 272.76 feet; thence
7. N 35° 06' 35" E a distance of 160.00 feet to the point of beginning.

Containing 116,078 square feet or 2.66479 acres of land, more or less.

Subject to the cemetery and 15 foot right-of-way thereto as shown by deed recorded among the said land records in Liber 2057 Folio 457.

Subject to the travelled portion of Wishing Rock Road.

Together with such land

Being part of the lands conveyed by Edward M. Pumphrey, et ux to Sarah E. Cager by deed dated March 24, 1986, recorded among the land records of Anne Arundel County, Maryland in Liber GWI at Folio 415 being bounded and described as follows.

Beginning for the same at a point on the northeasterly right-of-way line of Governor Ritchie Highway, Maryland State Route 2, at a point being distant S 35° 23' 00" E 114.15 feet from the end of the S 35° 06' 35" W 281.54 feet, line of a plat of minor subdivision entitled "\*REVISED LOT 2-R AND LOT 3-R PASADENA PLAZA" recorded among the said land records in Plat Book 98 at Page 36; thence leaving said right-of-way line

1. S 55° 04' 25" E a distance of 165.67 feet; thence
2. S 34° 55' 35" W a distance of 59.29 feet to a point on the aforesaid northeasterly right-of-way line; thence binding on the same
3. N 35° 23' 00" W a distance of 175.96 feet to the point of beginning.

Containing 4,911 square feet or 0.11275 of an acre of land, more or less.

Subject to the travelled portion of Wishing Rock Road.

Subject to the 15 foot cemetery right-of-way as shown by deed recorded among the said land records in Liber 2057 Folio 457.

Record Owner: CROW-RITCHIE LIMITED PARTNERSHIP

Mail to

Dickenson et al.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271100

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. Greeno  
Address Rt. 175 - Baltimore/Washington Pkwy, Jessup, MD 20794

2. SECURED PARTY

Name Shell Oil Company  
Address 15200 Shady Grove Road

Rockville, MD 20850  
Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Shell Oil Company, P. O. Box 1703, Atlanta, GA 30339

3. Maturity date of obligation (if any) \_\_\_\_\_

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

All inventory and equipment (including fixtures) now owned or hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#029940 0777 R04 T09119

01/28/86  
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)

[Signature]  
(Signature of Debtor)

Robert E. Greeno  
Type or Print Above Name on Above Line

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

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

Shell Oil Company  
(Signature of Secured Party)

BY: [Signature]  
Type or Print Above Signature on Above Line

219-4770-0338

11/90

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

522 PAGE 381

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no. 259314

Which was filed Liber 492

11/21/85

Page 21

This Space for use of Filing Office (Date, Time and Filing Office)

1 Debtor(s) Name (Last Name First) and Complete Address(es):  
McCaffrey, Charles W.  
Connors, Frances K.  
401 N. Armistead St. T-8  
Alexandria, VA 22312

2 Secured Party(s) Name and Complete Address(es):  
Horizon Financial, F. A.  
1100 Masons Mill Bus. Park  
1800 Byberry Rd.  
Huntingdon Valley, PA 19066

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

RECORD FEE 10.00

POSTAGE .50

#031160 0777 RD# 110121

01/28/86

7 DESCRIPTION OF COLLATERAL Check which ( ) RELEASED ( ) 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)

*Karen L. Kannengieszer*  
Karen L. Kannengieszer, A.V.P.  
Horizon Financial, F. A.

Dated December 21 19 87

(Not Valid Unless Signed)

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

REGISTER, INC. BOX 11071  
MINNEAPOLIS, MN 55421

#3247-6  
A.A. Co. 11, 50

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. 265216

RECORDED IN LIBER 506 FOLIO 233 ON 12/19/86 (DATE)

1. DEBTOR

Name Galvary Baptist Church  
Address 3911 Garrison Blvd., Balto., MD 21215

2. SECURED PARTY

Name Jed Leasing Company RECORD FEE 10.00  
Address 600 Reisterstown Road POSTAGE .50  
P.O. Box 21472  
Balto. Md. 21208 #031330 DTTT R04 T1042  
Person And Address To Whom Statement Is To Be Returned If Different From Above  
01/20/88  
39

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated 1/19/88

*F. Jed*  
(Signature of Secured Party)

F. Jed  
Type or Print Above Name on Above Line

10.50

522 383

MARYLAND FINANCING STATEMENT

271132

(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 Quikshop, Inc. (Name or Names) Glen Burnie, MD 21061  
7546 Ritchie Hwy. (Address) CI 2410

LESSEE (Name or Names) RECORD FEE 11.00  
(Address) POSTAGE .50

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. #031340 CITY TAX 110.00  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234 01/20/88

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 PC 30 Mb Computer System w/Monochrome Monitor; One - Panasonic 1524 Printer; One - Parallel Cable; One - Lotus 123; One - Microsoft Quick C; One - 8087-2 Math Chip

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

LESSEE LESSOR  
Quikshop, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Robert M. Hash (Title) Chief Financial Off. By: Brian G. Connelly (Title) Manager  
(Type or print name of person signing) (Type or print name of person signing)  
By: (Title) Return to:  
(Type or print name of person signing)

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

1/30

TERMINATION STATEMENT

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

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

File No. 260118 Dated January 24, 1986  
Record Reference Liber 494 Page 112

2. DEBTOR is:

Name: Gary Buclous (Last Name First) RECORD FEE 10.00  
POSTAGE .50

Address: 1013 Genine Drive, Glen Burnie, Maryland 21061 #031430 CTTT R04 110134

3. SECURED PARTY is:

Name: The Bank Of Glen Burnie 01/20/86 AH

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

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

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

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

SECURED PARTY:

Susan W. Fitzgerald

Dated January 22, 1988

By: Susan W. Fitzgerald  
Loan Processor (Title)

1150

271131

### 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 \$ \_\_\_\_\_ 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 Tax already Paid \$ 50.00 on 3/13/85

5. Debtor(s) Name(s): B F P E International, Inc. Address(es): 7512 Connelley Drive  
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department LDRU RECORD FEE 11.00  
 Attention: LDRU Post Office Box 987, Mailstop 022801 .50  
 Baltimore, Maryland 21203 #031440 CTTT R04 1/10/85  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.) 01/20/85

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

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

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

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

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

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

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

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

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

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

*Description of Collateral (or Real Property)*. (Continued on Schedule A)  
 IBM 3180 CRT - Serial No. 022 RUT, Machine Type 5360, Serial No. 22961  
 Xerox 1048, Serial No. C40-137189, Accessory Recirc. Doc. Handler, Serial No. C48-707247

Debtor: B F P E International, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any

By: [Signature] (Seal)

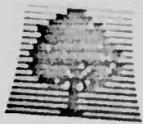
By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Anne E. Quirk, Vice President  
 Type name and title

### MARYLAND NATIONAL BANK

1158

0187658/0001



MARYLAND NATIONAL BANK

We want you to grow.

407568

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Baltimore County/State of Maryland
3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 12,200. 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 Baltimore County Court House \$60.00 3/13/85

5. Debtor(s) Name(s) Baltimore Fire Protection & Equipment Co., Inc. Address(es) 2167 Greenspring Drive Timonium, Maryland 21093
6. Secured Party Maryland National Bank Attention: LDRU Address P. O. Box 17372 Baltimore, Maryland 21203

A RC/F 11.00
A TDCS 60.00
FIN ST 0 #
EHK JR T 71.00
#93222 0003 R01 T11:41
03/18/85

- 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
B. Contract Rights
C. Accounts
D. General Intangibles
E. Chattel Paper
F. All Equipment
G. Specific Equipment
H. Other

James L. Boyer, President (Seal)
(Seal)
(Seal)
(Seal)

Secured Party Maryland National Bank
Anne E. Quirk, Assistant Vice President (Seal)
Type name and title

FINANCING STATEMENT

PURCHASE MONEY

BOOK 522 PAGE 387

271435

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$5,000.00

1. Name of Debtor(s): Dr. Thomas K. LO T/A  
Address: East West Chiropractic Clinic  
1438 Defense Highway  
Gambrills, Maryland 21054

Paid to A.A. County

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:

AT&T Computer System, Printer and Monitor

RECORD FEE 12.00  
RECORD TAX 3.50  
RECORD TAX 31.50  
POSTAGE .50

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:

#031450 CITY RD 4 T10436

01/20/77  
JA

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):  
Thomas K. Lo  
Thomas K. Lo

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: Barbara H. Howell  
Branch Officer  
(Type Name and Title)

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

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

125 35 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 522 PAGE 388  
Identifying File No. 071136

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 Jan. 4, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Berman Yacht Sales, Inc.

Address Oak Harbor Marina, 7700 Water Oak Point Road, Pasadena, MD 21122

2. SECURED PARTY

Name HORIZON CREDITCORP

Address 7 EAST FREDERICK PLACE, CEDAR KNOLLS, NJ 07927

Attn. Kim Rossi  
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. All inventory of vessels, yachts, boats and other seacraft, wherever located, whether now owned or hereafter acquired, together with all accessories and attachments thereto;
- 2. all chattel paper arising from the sale of or other disposition of the collateral described in (1);
- 3. all proceeds of the collateral described in (1) and (2).

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

MD31700 0777 R04 71044

01/28/88  
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)

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

Berman Yacht Sales, Inc.  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Michael A. Berman, President  
Type or Print Above Signature on Above Line

HORIZON CREDITCORP

[Signature]  
(Signature of Secured Party)

Ronald B. Mayer, Vice President  
Type or Print Above Signature on Above Line

1130

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. \$1,372,500.00

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

A recordation tax in the amount of \$4,529.25 was paid to the Maryland Department of Assessment and Taxation on 1-13-88

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

1. DEBTOR

Name Medserv Corporation d/b/a Primedica, Inc. d/b/a Muth & Mumma d/b/a ARA Dental Studio
Address 100 Prospect Street, Stamford, CT 06901

2. SECURED PARTY

Name The Connecticut Bank and Trust Company, N.A.
Address One Atlantic Street, Stamford, CT 06901

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, accounts, accounts receivable, machinery, goods, equipment, general intangibles, contract rights and all other personal property now owned or hereafter acquired wherever located and all substitutions, additions and accessions thereto and proceeds thereof. Such collateral is more fully described in Exhibit A annexed hereto and made a part hereof. From time to time, the Debtor may conduct business from and locate assets at other locations without limitation those set forth in Exhibit B annexed hereto.

RECORD FEE 24.00

POSTAGE .50

#031710 0777 004 710140

01/20/88

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)

MEDSERV CORPORATION d/b/a PRIMEDICA, INC. d/b/a MUTH & MUMMA d/b/a ARA DENTAL STUDIO

Signature of Debtor (Peter B. Babin)

Peter B. Babin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County Clerk

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

Signature of Secured Party (Stephen J. Corcoran)

Stephen J. Corcoran
Type or Print Above Signature on Above Line

24.50

EXHIBIT A

**DEBTOR:**

MEDSERV CORPORATION d/b/a PRIMEDICA, INC. d/b/a  
MURPHY & MUMMA d/b/a ARA DENTAL STUDIO  
100 Prospect Street  
Stamford, CT 06901

**SECURED PARTY:**

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.  
One Atlantic Street  
Stamford, CT 06901

- 522 Pgs 390
- (a) All accounts, accounts receivable and general intangibles of the Borrower, whether or not the same be listed on any schedules, assignments or reports furnished to Secured Party from time to time, and processor's lien rights in customer goods with respect thereto, now existing or hereafter arising;
  - (b) All contract rights of the Debtor, now existing or hereafter arising;
  - (c) All interest of the Debtor now existing or hereafter arising, in goods or merchandise as to which an account receivable for goods sold or delivered has arisen;
  - (d) All instruments, documents of title, policies, certificates, proceeds of insurance (including credit insurance and insurance on customer-owned goods for which an account is outstanding) covering goods shipped, delivered, billed, returned or for which an account receivable has arisen; and chattel paper whether or not any of the foregoing may hereafter be in the possession of Secured Party or Debtor or as to which Secured Party or Borrower may now or hereafter control possession by documents of title or otherwise; and all property allocable to unshipped orders and all merchandise returned by or reclaimed by or repossessed from customers, all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor;
  - (e) Any returns of any goods or merchandise sold or delivered or other proceeds, including insurance proceeds, resulting from the sale or disposition or any or all inventory of Debtor;
  - (f) All Debtor's rights and/or remedies to any merchandise sold;
  - (g) All rights to returned merchandise and Federal, State and Local tax refunds;
  - (h) All inventory now owned and hereafter acquired by Debtor, wherever located, including all contract rights with respect thereto and documents representing the same and further including all goods held for sale or lease or to be furnished under contracts of service, raw materials,

DEBTOR:

MEDSERV CORPORATION d/b/a PRIMEDICA, INC. d/b/a  
MUTH & MUMMA d/b/a ARA DENTAL STUDIO  
100 Prospect Street  
Stamford, CT 06901

522 REC 391

SECURED PARTY:

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.  
One Atlantic Street  
Stamford, CT 06901

work in process, or materials used or consumed. The security interest described herein continues in all collateral described in this paragraph (except goods sold as provided in Section 9-307, UCC), notwithstanding sale, exchange or other disposition thereof by Borrower; sale, exchange or other disposition of said collateral is NOT otherwise authorized by Secured Party in the security agreement or otherwise;

- (i) All books and records relating to the aforesaid collateral;
- (j) All equipment, machinery, appliances, furniture, fixtures, now existing or hereafter arising, wherever located;
- (k) All patents, patent applications, licenses, trademarks, trade names, copyrights and applications therefor, and any other proprietary rights, whether now owned or hereafter arising;
- (l) All schematic drawings, blueprints and engineering data used in the business of Debtor whether now owned or hereafter arising;
- (m) Proceeds and products of all of the foregoing collateral.

From time to time Debtors may conduct business from and locate assets at other locations, including without limitation those listed on Exhibit B attached hereto.

522 HSE392

AMI HHBC Maryland  
Mid-Atlantic Region  
10438 Baltimore Avenue  
Beltsville, MD 20704

James Lawrence Kernan Hospital  
2200 W. Forest Park  
Baltimore, MD 21207

Mt. Washington Pediatric Hosp.  
1708 W. Rogers Avenue  
Baltimore, MD 21209

Provident Hospital  
2600 Liberty Heights Avenue  
Baltimore, MD 21215

Suburban Hospital  
8600 Old Georgetown Road  
Bethesda, MD 20014

University of Maryland  
22 S. Greene Street  
Baltimore, MD 21201

2551 (Beverly Enterprises Medical Equipment Corporation)  
Arundel Oxygen  
900-A Commerce Road  
Annapolis, MD 21401  
(301) 841-6776

2550 (Beverly Enterprises Medical Equipment Corporation)  
Recovery Room  
Easton Plaza  
Easton, MD 21601  
(301) 822-4323

2479 (Pledge Medical, Inc.)  
Pledge Medical  
12115-E Parklawn Drive  
Rockville, MD 20852  
(301) 986-1031

Exhibit B

522 PAGE 303

2548 (Beverly Enterprises Medical Equipment Corporation)  
Ames DME  
Route 13 South  
Salisbury, MD 21801  
(301) 749-8401

2826 (Beverly Enterprises Medical Equipment Corporation)  
Ames Plaza Drug  
Route 13 - South  
Salisbury, MD 21801  
(301) 749-8401

2549 (Beverly Enterprises Medical Equipment Corporation)  
Ocean Medical  
503 Cross Street  
Salisbury, MD 21801  
(301) 543-0088

Muth & Mumma  
245 No. Potomac St.  
Hagerstown, MD 21740

ARA Dental Studio  
13447 New Hampshire Ave.  
Silver Spring, MD 20904

Filed with Clerk of Circuit Court,  
ANNE ARUNDEL  
File No. \_\_\_\_\_

FINANCING STATEMENT

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

1. The name and address of the Debtor is:
- | Name                          | No.  | Street             | City                    | State |
|-------------------------------|------|--------------------|-------------------------|-------|
| Exide Electronics Group, Inc. | 3201 | Spring Forest Road | Raleigh, North Carolina | 27604 |
2. The name and address of the Secured Party is:
- | Name                         | No. | Street         | City    | State    |
|------------------------------|-----|----------------|---------|----------|
| BancBoston Financial Company | 100 | Federal Street | Boston, | MA 02110 |

3. The maturity date of the obligation (if any) is: \_\_\_\_\_
4. This financing statement covers the following types (or items) of property:

Inventory, Accounts Receivable and all other properties of the Debtor as described in Schedule "A".

RECORD FEE 11.00  
POSTAGE .50

#031730 0777 004 110147

01/20/88  
JA  
D  
U  
H

ANNE ARUNDEL ADDRESS: 1041 ROUTE 3  
SUITE 7,8 & 9  
GRAMBRILLS, MD 21054

Not Subject to Recordation Tax

5. Check the lines which apply, if any, and supply the information indicated.

( ) (If collateral is crops) The above described crops are growing or are to be grown on:

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

(X) (If proceeds or products of collateral are claimed) (proceeds) (products) of the collateral are also covered.

Exide Electronics Group, Inc.  
*[Signature]*  
(Signature of Debtor)

BancBoston Financial Company  
*[Signature]*  
(Signature of Secured Party)

After this statement has been recorded, it should be mailed to The First National Bank of Boston, 67 Milk Street, Boston, Massachusetts.

The underlying secured transaction or secured transactions being publicized by this financing statement is subject to the recordation tax imposed by Article 81, §§ 277 and 278, Annotated Code of Maryland, 1962 Supplement, as amended, from time to time, and the amount of debt initially incurred is

\$ - N/A -

1750

RETURN TO:

INFOSEARCH, INC.  
P.O. Box 1110  
Albany, NY 12201

*[Handwritten mark]*

U.C.C. LANGUAGE  
SCHEDULE "A"

522 PAGE 395

Debtor

Exide Electronics Group, Inc.  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

Secured Party

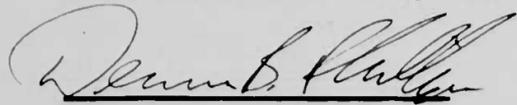
BANCBOSTON FINANCIAL COMPANY  
100 Federal Street  
Boston, MA 02110

All personal property and fixtures of Debtor of every kind and description, tangible or intangible, whether now or hereafter existing, whether now owned or hereafter acquired, and wherever located, including but not limited to the following: all inventory of the Debtor; all furniture, fixtures and similar property of the Debtor; all accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from franchisees, affiliates or subsidiaries, tax refunds, and insurance proceeds; all machinery and equipment of the Debtor; all interest of the Debtor in goods as to which an account shall have arisen; all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to the foregoing property; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which it has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); any other property of the Debtor, real or personal, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral".

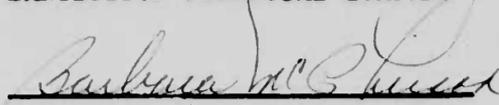
The security interest of the Secured party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral becomes fixtures or before the Collateral is installed or affixed to other collateral.

Exide Electronics Group, Inc.

BANCBOSTON FINANCIAL COMPANY



Signature(s) of Debtor  
(or Assignor)



Signature(s) of Secured Party  
(or Assignee)

Filed with Clerk of Circuit Court,

ANNE ARUNDEL

File No. \_\_\_\_\_

## FINANCING STATEMENT

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

## 1. The name and address of the Debtor is:

Name	No.	Street	City	State
Exide Electronics Corporation	3201	Spring Forest Road	Raleigh,	North Carolina 27604

## 2. The name and address of the Secured Party is:

Name	No.	Street	City	State
BancBoston Financial Company	100	Federal Street	Boston	MA 02110

## 3. The maturity date of the obligation (if any) is: \_\_\_\_\_

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

Inventory, Accounts Receivable and all other properties of the Debtor as described in Schedule "A".

ANNE ARUNDEL ADDRESS; 1041 ROUTE 3  
SUITE 7,8, &9  
GRAMBRILLS, MD 21054

RECORD FEE .11.00  
POSTAGE .50  
#031740 0777 R04 110-117  
6/1/80/80

## 5. Check the lines which apply, if any, and supply the information indicated.

(If collateral is crops) The above described crops are growing or are to be grown on:

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

(If proceeds or products of collateral are claimed) (proceeds) (products) of the collateral are also covered.

Exide Electronics Corporation

Josue Lempert  
(Signature of Debtor)

BancBoston Financial Company

Barbara M. Stewart  
(Signature of Secured Party)

After this statement has been recorded, it should be mailed to The First National Bank of Boston, 67 Milk Street, Boston, Massachusetts.

The underlying secured transaction or secured transactions being publicized by this financing statement is subject to the recordation tax imposed by Article 81, §§ 277 and 278, Annotated Code of Maryland, 1962 Supplement, as amended, from time to time, and the amount of debt initially incurred is \$ \_\_\_\_\_.

RETURN TO:

1150  
INFOSEARCH, INC.  
P.O. Box 1110  
ALBANY, NY 12201

U.C.C. LANGUAGE  
SCHEDULE "A"

522 WFE 397

Debtor

Exide Electronics Corporation  
3201 Spring Forest Road  
Raleigh, North Carolina 27604

Secured Party

BANCBOSTON FINANCIAL COMPANY  
100 Federal Street  
Boston, MA 02110

All personal property and fixtures of Debtor of every kind and description, tangible or intangible, whether now or hereafter existing, whether now owned or hereafter acquired, and wherever located, including but not limited to the following: all inventory of the Debtor; all furniture, fixtures and similar property of the Debtor; all accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from franchisees, affiliates or subsidiaries, tax refunds, and insurance proceeds; all machinery and equipment of the Debtor; all interest of the Debtor in goods as to which an account shall have arisen; all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to the foregoing property; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which it has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule "A"); any other property of the Debtor, real or personal, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral".

The security interest of the Secured party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral becomes fixtures or before the Collateral is installed or affixed to other collateral.

Exide Electronics Corporation

Louise Leupert  
Signature(s) of Debtor  
(or Assignor)

BANCBOSTON FINANCIAL COMPANY

Barbara McQuinn  
Signature(s) of Secured Party  
(or Assignee)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271439

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 1-5-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bignell & Watkins Architects P.A.

Address 2661 Riva Road, # 320, Annapolis, Maryland 21401

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive, Baltimore, Maryland 21221

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

3. Maturity date of obligation (if any) March 30, 1988

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

Canon NP 3525 Photocopier Serial # CCV09894

Canon REcirculating Document Feeder Serial # PF024208

Canon MS-3 10 Bin Sorter Serial #

Cabinet

RECORD FEE 11.00

POSTAGE .50

#031960 CTTY R04 T11

01/05/88 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)

Constance M. Bignell  
(Signature of Debtor)

CONSTANCE M. BIGNELL Controller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gerald T. Day, President  
(Signature of Secured Party)

Gerald T. Day

Type or Print Above Signature on Above Line

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

522 PAGE 309

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 251809 recorded in Liber 472, Folio 552 on April 27, 1984 (date)

1. DEBTOR(S):  
 Name(s): Caton Parts Corporation  
 Address(es): 808-A Barkwood Court  
Linthicum, Maryland 21090

2. SECURED PARTY:  
 Name: Equitable Bank, National Association RECORD FEE 10.00  
 Address: 100 South Charles Street #031890 C77 RM4 111103  
Baltimore, Maryland 21201 01/20/84 39

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 Barbara A. Wykowski  
**Barbara A. Wykowski, Corporate Banking Officer**  
 (Type Name and Title)

15

FINANCING STATEMENT

271440

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Severn Graphics, Inc. 7590 Ritchie Hghwy., Glen Burnie, Maryland 21061

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: Shelly T. Ayers 100 S. Charles St., Balto., Md.  
 Loan Documentation Assistant

RECORD FEE 11.00  
 21201  
 POSTAGE .50

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

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

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

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

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

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

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

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

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

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

Debtors  
 Severn Graphics, Inc. (Seal)  
 By: Joel Sparhawk, President (Seal)

By: George A. Elchin (Seal)  
 George Elchin, Vice President (Seal)

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

11.50

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

STATE OF MARYLAND ~~FORM UG-1~~ ANNE ARUNDEL COUNTY  
**FINANCING STATEMENT** FORM UG-1 **522** PAGE **401** Identifying File No. **271411**

**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 12-11-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name Caton Parts Corporation  
 Address 808-A Barkwood Court, Linthicum, MD 21090

**2. SECURED PARTY**

Name Jefferson Bank & Trust Company  
 Address 7505 Greenway Center Drive, Greenbelt, MD 20770

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 business assets of Caton Parts Corporation now owned or hereafter acquired.

RECORD FEE 11.00  
 POSTAGE .50  
 #032010 0777 004 111-100  
 01/20/01  
 JA

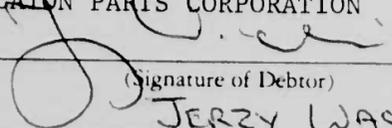
NOT SUBJECT TO RECORDATION TAX.

**CHECK  THE LINES WHICH APPLY**

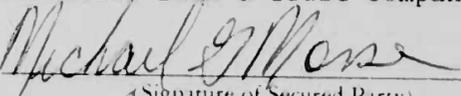
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(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)

**CATON PARTS CORPORATION**  
  
 \_\_\_\_\_  
 (Signature of Debtor)  
**JERZY WASICKI**  
 \_\_\_\_\_  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

**Jefferson Bank & Trust Company**  
  
 \_\_\_\_\_  
 (Signature of Secured Party)  
**MICHAEL G MORSE**  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

1150

271412

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book Roll No. 507 Page No. 494  
Identification No. 265897 Dated February 06, 1987

1. Debtor(s) } Schulman Buick, Inc.  
Name or Names—Print or Type  
7809 Wisconsin Avenue Bethesda, Maryland 20814  
Address—Street No., City—County State Zip Code

2. Secured Party } Mercantile Safe Deposit & Trust Company  
Name or Names—Print or Type  
766 Old Hammonds Ferry Road Linthicum, Maryland 21090  
Address—Street No., City—County State Zip Code

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

RECORD FEE 10.00

4. Check Applicable Statement:

POSTAGE .50

#032020 C777 004 111405

01/20/88

PH

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

Present and future inventory of Buick and Sterling Motor Vehicles including those now owned by debtors and those hereafter acquired, together with accessory parts and equipment attached; vehicles of all kinds whether now owned or hereafter acquired; proceeds of any of the foregoing including but not limited to accounts, chattel paper and contract rights.

Dated: January 12, 1988

Mercantile Safe Deposit & Trust Co  
Name of Secured Party  
*Mark R. Breidenstein*  
Signature of Secured Party

Mark R. Breidenstein, Asst. Vice President  
Type or Print (Include Title if Company)

RETURN TO: PAUL J. SCHWAB, Esq.  
Suite 502  
401 Washington Avenue  
Towson, Maryland 21204

10-30

RECORD FEE 10.00  
POSTAGE .50  
#032160 DT77 804 T11412  
01/20/88  
FC

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

January 20, 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 239203 in Office of Janet Finmore Lane  
(Filing Officer) Anne Arundel Co. Maryland  
(County and State)

Debtor or Debtors (name and Address):

CLARENCE H LEISNER  
GLADYS V. LEISNER  
7979 ELLIZABETH RD PASADENA MD 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By .....  
Its Branch Office Manager

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

522 PAGE 404

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

271114

FINANCING STATEMENT

1. Debtor(s):

Betty Ann Davis  
Name or Names—Print or Type

2764 Overhill Rd Glen Burnie MD 21061  
Address—Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names—Print or Type

\_\_\_\_\_  
Address—Street No., City - County State Zip Code

2. Secured Party:

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

\* PERSONAL PROPERTY IBM P/S Computer System

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

RECORD FEE 11.00  
POSTAGE .50  
#032220 CITY 604 T1116  
01/28/88  
39

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Betty Ann Davis  
(Signature of Debtor)

Betty Ann Davis  
Type or Print

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

\_\_\_\_\_  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Cntrl Oper. Mc  
Type or Print (Include title if Company)

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

MAIL TO:

Name and Address Sears, Roebuck & Co. 6901 Security Blvd., Baltimore, MD 21207

11-50

11-80  
11-82

TO BE } **CROSS INDEXED** }  SUBJECT TO } RECORDING TAX  
 NOT TO BE } **IN** }  NOT SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s): MARIA F. SCHLICHT  
 Name or Names—Print or Type  
8022 FT SMALLWOOD RD PASADENA, MD  
 Address—Street No., City - County State Zip Code

OTTO F. SCHLICHT  
 Name or Names—Print or Type  
8022 FT SMALLWOOD RD PASADENA, MD  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & COMPANY  
 Name or Names—Print or Type  
6650 N KITCHEN HWY. GLEN EAGLE, MD 21551  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Kitchen Cabinets, Custom Countertop and related items of appliances

POSTAGE .50  
 RECORD FEE 13.50

4. If above described personal property is to be affixed to real property, describe real property.  
Residential Dwelling at: 8022 FT Smallwood Rd. Pasadena, Md. 21122

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): Maria F. Schlicht  
 (Signature of Debtor)  
MARIA F. SCHLICHT  
 Type or Print

SECURED PARTY: Sears, Roebuck and Company  
 (Company, if applicable)  
[Signature]  
 (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr.  
 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 6901 Security Blvd., Baltimore, Maryland 21207

**MAIL TO:**

150

150

TO BE } **CROSS INDEXED** }  SUBJECT TO } RECORDING TAX  
 NOT TO BE } **IN** }  NOT SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s):

Charles Price  
Name or Names—Print or Type

206 Mary Ct Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code

Susan K Price  
Name or Names—Print or Type

206 Mary Ct Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co  
Name or Names—Print or Type

6650 Ave Ritchie Hwy Glen Burnie  
Address—Street No., City - County State Zip Code

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

WALL TO WALL Carpet

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

206 MARY CT  
Glen Burnie, Md 21061

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 HQ32250 CTTT R04 F11+17  
 01/28/71

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

[Signature]  
(Signature of Debtor)

Sears, Roebuck and Company  
(Company, if applicable)

CHARLES PRICE JR  
Type or Print

[Signature]  
(Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

[Signature]  
(Signature of Debtor)

SUSAN K. PRICE  
Type or Print

**MAIL TO:** TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

150

A.A. Co  
150

FINANCING STATEMENT

DEC 30 P 10:37

- 1. Name of Debtor: MARKET LINE LIMITED  
Address: 400 Arundel Corporation Road - Bay E  
Glen Burnie, Maryland 21061
- 2. Name of Secured Party: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
Address: Two Hopkins Plaza  
Baltimore, Maryland 21203  
ATTN: Guy Johnson, Asst. Treasurer and Asst. Secretary

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

(a) Inventory. All of the Obligor's inventory 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.

RECORD FEE 11.00  
POSTAGE .50

(b) Accounts. All of the Obligor'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 rise to an account and all cash and non-cash proceeds and products of all such goods.

RECORD FEE 11.00  
POSTAGE .50  
01/28/67

(c) Chattel Paper. All of the Obligor'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, the Obligor assigns and grants to the Bank a Security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the Obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

(d) Proceeds of all collateral are covered.

RECORDED ON DEC 30, 1966 AT 10:37 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 63648231 RECEIPT # 12482010124  
SEE BOTTOM OF PAGE FOR LIBER & FCLIC  
RECORDING FEE 11.00  
RECORDATION TAX  
\* THIS SERVES AS YOUR RECEIPT \*

1.750

2877 1660

(e) All those chattels described in Schedule B attached hereto and made a part hereof.

4. Not subject to recordation tax.

Debtor:  
MARKET LINE LIMITED

Secured Party:  
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: Timothy W. Edwards (SEAL)  
TIMOTHY W. EDWARDS

By: Guy Johnson (SEAL)  
GUY JOHNSON  
Asst. Treasurer and  
Asst. Secretary

By: Jeffrey G. Abplanalp (SEAL)  
JEFFREY G. ABPLANALP

MR. CLERK: Return to:  
Ridge Title Company, Inc.  
343 N. Charles Street  
Baltimore, Maryland 21201

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

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)  
 David J. Hutchison  
 991 Mt. Airey Road  
 Davidsonville, MD 21035

2 Secured Party(ies) Name(s) and Address(es)  
 Hamilton Bank  
 12 East Market Street  
 York, PA 17401

3  The Debtor is a transmitting entity

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

5 This Financing Statement covers the following type(s) of property  
 "Martina N." Standardbred Horse, Bay Filly, Foaled 1985, by Albatross, out of Lady of Victory, Tattoo #D06694

6 Assignee(s) of Secured Party and Address(es)  
 POSTAGE  
 #031620 CTTT R04 7104  
 01/20/85  
 JA

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  
 Products of the Collateral are also covered  
 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)

RECORDATION TAX (\$44.00) PAID TO COUNTY OF PRINCE GEORGE  
 David J. Hutchison  
 Signature(s) of Debtor(s)

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

Relationship  
 Manager

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

(5 83)

271419

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)  
Aeronautical Radio, Inc.  
2551 Riva Road  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Diamond Acceptance Corp.  
Apple Hill, Suite 205  
Natick, MA 01760

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
MD32760 OTTT 804 T1143  
01/28/83  
SA

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

2 IMS 286, 12mh, EGA Color Enhanced Computer System  
w/ 40 MB Seagate Hard Disk/ Serial # 13469

2 360 KB Floppy Disk Drives. Serial # NA Serial # NA

2 At Multifunction cards with 2nd serial port

FOR NOTIFICATION PURPOSES ONLY, NOT INTENDED TO CREATE A SECURITY INTEREST.  
RECORDATION TAX NOT APPLICABLE AS THIS IS A TRUE LEASE.

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

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

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
Filed with:

Aeronautical Radio, Inc.

Diamond Acceptance Corporation

By: John F. Capossela  
Signature(s) of Debtor  
John F. Capossela, Dir. Purch & Contracts

By: Neil S. Feisch  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

271150

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es)  Financial Architects, Inc. 266 Main St., Bldg. 2 Medfield, MA 02052	2 Secured Party(ies) and address(es)  Shawmut Bank of Boston, N.A. One Federal St. Boston, MA 02211	3 For Filing Office (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 H031760 0777 R04 T10151 01/28/88

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

All of Debtor's right, title and interest as lessor under Schedule No. 48 to Equipment Lease Agreement No. 09-TAS1-84 dated as of July 9, 1984 with The Analytic Sciences Corporatin as lessee, including all rentals and other sums payable threunder. All right, title and interest of the Debtor as owner of the equipment covered by such Lease and located at the locations set forth in Schedule A attached hereto.

See Schedule A attached for Equipment Description.

Equipment Location: TASC, 1190 Winterson Rd., <sup>Linthicum</sup> Linthicum, MD 21090

6459

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	FINANCIAL ARCHITECTS, INC. <i>Mark Hedberg VP</i> Signature(s) of Debtor (Or Assignor)	SHAWMUT BANK OF BOSTON, N.A. <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	--	---

SCHEDULE A  
EQUIPMENT DESCRIPTION  
SCHEDULE 48

522 PAGE 412

All Arbee Associates furniture and accessories including the following:

<u>DESCRIPTION</u>	<u>QUANTITY</u>
DL-1 United TASK Ergonomic Chair X11 Black	8
C-232 United Side Chairs Beige #202, Fabric Back and Seat	24
32021 Steelcase Double Pedestal Desk, w/locking center drawer, #2762 Walnut top, #835 Black Apron, #9201 Polished Chrome Trim	12
#430-312 Steelcase Chair, #5197 Dani Grey Value #4 Arm and Base with Carpet Casters	12
#32024 Steelcase worktable w/drawer, 60"x30" #2762 Walnut Top, #835 Black Apron, #9201 polished chrome trim	8
#1705-LHF Steelcase 4-drawer vertical file, #835 Black	8
#07812-010-000 Burroughs Bookcase 78"Hx36"Wx12"D Black	8
#c-232 United Side Chair, Black CH80 Vinyl	8

Equipment Location:

The Analytic Sciences Corp.  
1190 Winterson Road  
Lithincum, MD 21090

271451

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) BONA ENTERPRISES, INC. 3975 N. W. South River Drive Miami, FL 33142	2. Secured Party(ies) and address(es) WASIK SALES, INC. 4876 Saunders Settlement Road Lockport, NY 14094	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

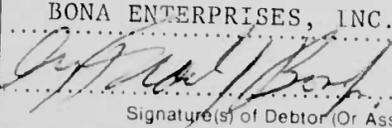
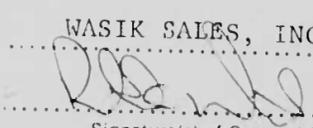
"ALL MACHINERY INVENTORY, EQUIPMENT, GOODS AND ACCOUNTS RECEIVABLES AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND / OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND / OR SCHEDULE ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT."

RECORD FEE 17.00  
 POSTAGE .50  
 #032130 0777 004 111-11  
 01/20/80  
 JA

1089W-C-09-06024-5

ANNE ARUNDEL COUNTY

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	BONA ENTERPRISES, INC.  Signature(s) of Debtor (Or Assignor)	WASIK SALES, INC.  Signature(s) of Secured Party (Or Assignee)
--	---	---

**CONDITIONAL SALE CONTRACT NOTE**

522 411

TO: WASIK SALES, INC. ("Seller") FROM: BONA ENTERPRISES, INC. ("Buyer")  
 4876 Saunders Settlement Road; Lockport, 3975 N. W. South River Drive; Miami, FL  
 (Address of Seller) 14094 (Address of Buyer) 33142

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) Ford Model 655 Loader Backhoe s/n R300521 with 1 yard front bucket and 24" backhoe bucket	(1) CASH SALE PRICE .....	\$ 47,000.00
	(2) DOWN PAYMENT in Cash .....	\$ 9,500.00
	(3) DOWN PAYMENT in Goods* (Trade-in Allowance) .....	\$ 0.00
	(4) UNPAID BALANCE [Items (1)-(2)-(3)] .....	\$ 37,500.00
	(5) INSURANCE and other Benefits .....	\$ 0.00
	Types of coverage and benefits .....	
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$ 300.00
	Describe and Itemize .....	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 37,800.00
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 12,600.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 50,400.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 59,900.00	

\* 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:  
Baltimore - Washington Airport Linthicum Anne Arbor Maryland  
 (Street and Number) (City) (County) (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 Thousand Four Hundred and no/100

being the above indicated Contract Price (hereinafter called the "time balance") in 42 successive monthly installments, commencing on the 20th day of February, 19 88, and continuing on the same date each month thereafter until paid; the first 41 installments each being in the amount of \$ 1,200.00 and the final installment being in the amount of \$ 1,200.00 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, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

**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: 14 Jan 19 88 BUYER(S)-MAKER(S):  
 Accepted: WASIK SALES, INC. (SEAL) BONA ENTERPRISES, INC. (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
 (Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer-Maker Here)  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

... of the ... contract note. If ... fault in the prompt and faithful ...  
 any of the terms and conditions hereof or any other agreement with ... or becomes insolvent, or changes its management, operations, ownership or  
 its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem  
 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 surplus 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  
 appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a  
 hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a  
 financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums  
 paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person  
 signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly  
 and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted  
 by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of over-  
 due 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 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 hereon, 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 prohibi-  
 tion, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the prop-  
 erty 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 COM-  
 PLETE 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 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 to induce Assignee to accept this  
 assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_\_(SEAL) } Signature  
 \_\_\_\_\_(Corporate, Partnership or Trade Name or Individual Signature) of  
 By: \_\_\_\_\_ } Seller  
 \_\_\_\_\_(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

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 January 14 1988

between WASIK SALES, INC., as Seller/Lessor/Mortgagee and BONA ENTERPRISES, INC. 3975 N. W. South River Drive; Miami, FL 33142 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. It is also 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 and/or if CREDIT is unable to promptly retake possession of the Property free and clear of any 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 \$ 50,400.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14 day of July, 1988

WASIK SALES, INC. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]  
President

(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.)

271152

FINANCING STATEMENT

Anne Arundel Co.

File No

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)          CARDINAL INDUSTRIES, INC.          333 South Hammonds Ferry Road          Glen Burnie, Maryland 21061           2040 South Hamilton Road          Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address          EQUITABLE BANK, N.A.          100 South Charles Street          Baltimore, Maryland 21201</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00

POSTAGE .50

#034110 C345 R04 T14057

01/26/88

JA

(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  
Joseph V. Collins  
Vice President/Mortgage Co.  
(Type Name and Title of Person Signing)

January 5, 1988  
(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.

SCHEDULE B

The Christiansburg Inn

Finished Building Components consisting of 76 units:

36 (thirty six) 2-Bed	S/N	3939-3941, 4942, 3944-3947, 3959-3961 3963-3965, 3967-3970, 3972-3974, 3976, 3977, 3978, 3980-3983, 3985-3988, 3995-3998
17 (seventeen) 1-Bed	S/N	3929-3932, 3934-3937, 3948-3953, 3955-3957
7 (seven) 1-Bed Sofa Eff.	S/N	3990-3993, 4000-4002
1 (one) 1-Bed B.F.	S/N	3938
1 (one) Conference Room	S/N	3954
1 (one) Laundry	S/N	3962
1 (one) Folding	S/N	3958
1 (one) Reception/Office	S/N	3943
3 (three) Linen	S/N	3933, 3966, 3999
1 (one) Managers Apartment	S/N	4004
7 (seven) 1-Bed Sofa Studio	S/N	3971, 3975, 3979, 3984, 3989, 3994, 4003

WEINBERG AND GREEN

STATEMENT OF TERMINATION OF FINANCING STATEMENT

NOTE: This statement of termination of financing statement should be used when a financing statement is being terminated.

STATEMENT OF TERMINATION OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the (financing statement/land) records of Anne Arundel County, Identifying File No. 269063, in Liber 516, folio 46, on August 14, 1987.

1. NAME AND ADDRESS OF DEBTOR:

Ronald A. Jones  
20 Hudson Street  
Annapolis, MD 21401

RECORD FEE 10.00

POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank of Maryland  
5 Church Circle  
Annapolis, MD 21401

#037900 0237 #03 710:48

01/29/88

AH

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

By: Donna J. Stevens (SEAL)  
Donna J. Stevens  
Loan Operations Officer

RETURN TO:

Michael R. Robb, P.A.  
Counselors At Law  
7 Willow Street  
Annapolis, Maryland 21401

10/88

10.50



FINANCING STATEMENT

271453

522 PAGE 421

- 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 \$ 70,000.00. 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)  
 Beerson, Inc., T/A All Tune & Lube Johns Hopkins Plaza  
 Crofton, MD

6 Secured Party Address  
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.  
 Attention Gayle Haines, Loan Processor Annapolis, MD 21401  
(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, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

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

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

Debtors Beerson Inc., T/A All Tune & Lube

BY: Malcolm H. Beers (Seal)  
Malcolm Beers, President (Seal)

RECORD FEE 12.00  
 RECORD TAX 490.00  
 POSTAGE (Seal) .50  
 #035910 0055-104712400 (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)

12/2  
1900 JD

8/28/88  
JA

STATE OF MARYLAND

JCC PAGE 422

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271451

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 1-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alexanders Fine Jewelry, Inc.
Address 122 Main Street, Annapolis, Maryland 21401

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.

RECORD FEE 11.00

POSTAGE .50

M036740 C053 104 T0910

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)

02/01/88 JA

(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)

Alexanders Fine Jewelry, Inc.

(Signature of Debtor)

Theodore Samaras, Chairman

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

STATE OF MARYLAND

271455

FINANCING STATEMENT FORM UCC-1

Identifying File No. 522 PAGE 423

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 1-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Sports, Inc.
Address 175 Admiral Cochrane Drive, Annapolis, Maryland 21401

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 and used boats with all of their spars, rigging, sails, tackle, boats electronic equipment, and other necessities, 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 necessities.

RECORD FEE 11.00

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)

Marine Sports, Inc.

Handwritten signature of Louis P. Alcamo, Jr.

(Signature of Debtor)

Louis P. Alcamo, Jr., President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Handwritten signature of John J. Feldman, III

(Signature of Secured Party)

John J. Feldman, III, Vice President

Type or Print Above Signature on Above Line

930742

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 \$ 175,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court Anne Arundel County

5. Debtor(s) Name(s) ZHA, INC. Address(es) 2660 Riva Road *RECORD FEE 21.00*  
Heritage Office Center II  
Annapolis, Maryland 21401 *RECORD TAX 1225.00*

6. Secured Party Maryland National Bank Address Department Collateral Credit *OFFICE*  
Attention: Claude Patrick Post Office Box 987, Mailstop 500-501  
Baltimore, Maryland 21203 *#037000 0345 004 7131*  
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

SEE SCHEDULE A ATTACHED

Debtor: ZHA, INC.  
 By: Donald R. Zuchelli (Seal)  
 Type name and title, if any  
Donald R. Zuchelli, President  
 By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Secured Party: Maryland National Bank  
 By: Harrell D. Copeland, Jr. (Seal)  
 Type name and title  
Vice President

1225 -  
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 150  
 1246.50

522 PAGE 425

1	011376	IBM AT System Unit	5010683
1	051717	IBM 1.2 MB Disk Drive	
1	060835	IBM AT 286KB Memory Module	
1	041640	Epson LQ1500 Printer	083977
1	040544	LQ1500 Interface	
1	031455	Hercules Graphics Card	
1	200811	DOS 3.1	
1	261649	Lotus 1-2-3	
1	071962	Hayes 1200B Internal Modem-85223310	
1	212120	Chartmaster	
1	450170	Dysan Diskettes, Rox	
1	400155	Clipstrip II & Surge Protector	
1	403220	LQ1500 Tractor	
1	030803	Monochrome Display	
1		WORD PROCESSING SW ?	
System Includes full Entre burn-in, system test and integration; on-site delivery and installation; two (2) hours training.			
Total System Price			\$ 7,997.00

6	011000	IBM Model 30 (640K, 2-720K, 3.5DD) 1777.00	\$10,862.00
		S/N 0023154, 0026735, 0026760	
		0026749, 0026751, 0026742	
6	030840	IBM Monochrome Display (8503) 215.00	1,290.00
		S/N 0108817, 0011348, 0011357	
		0011350, 0011563	
3	072274	Netware/SM Arcnet Card w/Cable 395.00	1,185.00
		S/N 8644005813, 8644050442, 17702	
2	402300	Netware/SM Active Hub (8 users) 680.00	1,360.00
9	402302	Netware/SM Passive Hub (4 users) 72.22	649.98
1	040740	Laserjet II Printer S/N F2718J28560	2,120.00
1	070194	*V-Series 9600B w/Smartcom III	1,150.00
1	400101	*Back-Up Power Supply 400VA	505.00
1	072271	Advanced 286/Arcnet Starter Kit V2.0A S/N	2,950.00
1	252148	MST Network Word V3.0 Masterpack	695.00
6	400640	Mouse (PS 2) 95.00	570.00
1	E00550	Network Support Software not added to inventory	500.00

1	015100	Compaq 386 - 40MB	4644AJ2B0890
1	015104	Math Co-Processor	
1	030628	Compaq EGA Monitor	6483161MP539
1	030630	Compaq EGA Board	
1	041721	Huston Instruments Plotter	156200-10071
1	051624	QIC Interface	

System includes full Entre burn-in, system test and integration; on-site delivery and installation.

Total System Price \$ 11,805.00

2	011008	IBM PS/2 Model 50	8011889 & 8012539	
1	012017	Math CoProcessor 80287 10MHZ		
1	030844	IBM Color Display 12"	0020901	
1	030840	IBM Monochrome Display	0021651	
1	040740	HP Laser Jet Series II	2652J63044	
1	040744	HP Expanded Memory 1MB		
1	AMON	Cable: Parallel - IBM/HP		
1	200821	IBM DOS 3.3		
1	042207	DEST PC Scan Plus		
1	042205	IBM/DEST Interface		
1	042206	TEXT PAC Software		
1		Bell & Howell Image Recorder IV		
1		Calcomp Color Printer Thermal		
1		Zenographics Mirage		
				\$23,293.90

System includes full Entre burn-in, system test and integration; on-site delivery and installation.

Total System Price \$23,293.90

1	011372	IBM AT 30 MB Model 5170339	7051418	
1	030803	IBM Monochrome Display	3841600	
1	042000	Epson LQ-1000 Printer	19006508	
1	030805	IBM Monochrome Display & Print Adapter		
1	011370	IBM AT Model 5170339	5081985	
1	030550	Amdtek Color Monitor Model 722	007439	
1	031090	Enhanced Graphics Adapter		
1	400116	Data Director		
1	041397	HP 7440 Color Pro Plotter	2539A04984	
1	200817	-IBM DOS 3.2		
1	261771	-IUS General Ledger		
1	261782	-IUS Time & Billing & Recv		
1	261772	-IUS Accounts Payable		
1	212124	-Diagram Master		
2	ABL	Parallel Cable		
1	401764	HP/IBM Cable		
18	060110	Memory Chips 128K		
1	403231	Tractor: LQ-1000		
1	012014	Math Co Processor - 80287		
1	051717	IBM AT 1.2 MB Drive		
1	Entre	Service Contract: On-Site		
1		Printer Enclosure for LQ-1000		
				\$ 16,968.00

System includes full Entre burn-in, system test and integration; on-site delivery and installation; Training - total of 15 hours, 3 hours System and 12 hours Accounting.

Total System Price \$ 16,968.00

522 PAGE 426

*Handwritten:* \$4,840 Rice for 5/21/87

3	010820	IBM XT Model 089	
4	031462	Hercules Graphics Card Plus	522 PAGE 427
1	041409	HP Laser Jet Plus	
1	051662	Tecmar QIC 60 Tape Back Up	
1	051624	Interface Board	
1		Data Director	
5	AMON	Cable: 15' Parallel	
2	051110	Seagate 30MB Internal Drive	
1	061073	Intel Above Board	
18	060114	Memory Chips (to 512K)	
1	010710	IBM PC Convertible	
1	040850	IBM PC Convertible Printer	
1	071334	IBM PC Convertible Modem	
1	051728	IBM 3.5" Drive for AT	
1	454012	HP Laser Jet Cartridge Font B	22,125.00
3	030803	IBM Monochrome Display	
1	Entre	Service Contract: On-Site	2,858.00
Systems include full Entre burn-in, system test and integration; on-site delivery and installation.			
Total System Price			\$24,983.00

1	011376	IBM AT System Unit	5010683
1	051717	IBM 1.2 MB Disk Drive	
1	060835	IBM AT 256KB Memory Module	
1	041640	Epson LQ1500 Printer	083977
1	040544	LQ1500 Interface	
1	031455	Hercules Graphics Card	
1	200811	DOS 3.1	
1	261649	Lotus 1-2-3	
1	071962	Hayes 1200B Internal Modem-85223310	
1	212120	Chartmaster	
1	450170	Dysan Diskettes, Rox	
1	400155	Glipstrip II & Surge Protector	
1	403220	LQ1500 Tractor	
1	030803	Monochrome Display	
1		WORD PROCESSING SW ?	
System Includes full Entre burn-in, system test and integration; on-site delivery and installation; two (2) hours training.			
Total System Price			\$ 7,997.00

TYPE OF SYSTEM					
Incoming Lines (TRUNKS)	10	Equipped For	16	Expandable To	24
Instruments/Stations	31	Equipped For	36	Expandable To	64

SYSTEM FEATURES & OTHER OPTIONS

- 1 - Key Service Unit
- 4 - Central Office Trunk Cards (4 per card)
- 9 - Station Cards (4 per card)

*Ord. 5,000-#8957-6/15/76*

TELEPHONE EQUIPMENT

- 1 Receptionist Console with Direct Station Selection, Busy Lamp Field & LCD
- 22 Key Telephones With Off-Hook Announcing (3 With Speakers)
- 9 Versa Telephones With Hands Free Response
- Teflon Cable Included for 37 Stations

*7/29 - +12 Keys  
NO Versa*

*23  
+ 13  
34 TOTAL*

Total Cash Price \$ 17,220.00  
 Total Cash Price Does Not Include Sales Tax, If Applicable  
 Total Cash Price Does Not Include Conduit Or Fire Rated Cable If Applicable

**CASH TERMS**

Down Payment 35  
 Due 5 Days Prior to Original Cutover Date 55  
 Due At Cutover 10  
 TOTAL 100

**LEASE TERMS**

Estimated Monthly Payment \$ \_\_\_\_\_ Plus Tax  
 For \_\_\_\_\_ Months  
 Deposit 10 \$ \_\_\_\_\_

Payment is required for the term of the lease. Any remainder will be returned to the lessee upon completion of the lease. Payments are final credit approval.

Monthly payments approximate on proposals. Actual payments are computed on date of lease acceptance based on current rates, discounts, and your credit worthiness.

271506

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 \$ 30,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

5. Debtor(s) Name(s): K & K Trash Removal, Inc. Address(es): 768 Queenstown Road  
Severn, Maryland 21144

6. Secured Party: Maryland National Bank Address: Department ACCU  
Post Office Box 987, Mailstop 500-501  
Attention: Lisa Edwards 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. RECORD FEE 11.00
- 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. RECORD TAX 210.00
- 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. MESSAGE 1.50
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. #050960 0345 004 1131
- 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. 00/01/00
- 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: K & K Trash Removal, Inc. Secured Party: Maryland National Bank  
By: Mevin Kelly, President (Seal) By: Jane C. Phillips (Seal)  
By: \_\_\_\_\_ (Seal) Jane C. Phillips, Assistant Vice President  
Type name and title, if any Type name and title

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 522 PAGE 430

Identifying File No. 271171

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 1/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. "This financing statement is to be filed with

1. DEBTOR Clerk of the Circuit Court of Anne Arundel County, Maryland"

Name R. Hamisi Ingram  
Address 1309 Passage Drive, Odenton, Maryland 21113

2. SECURED PARTY

Name Mortenson Broadcasting Company  
Address 333 West Vine Street, Suite 200, Lexington, KY 40507

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)

Membership Interest in Midwest General Telecommunications, Inc., a Maryland non-stock corporation.

Name and address of Assignee

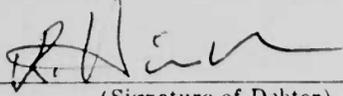
RECORD FEE 11.00  
POSTAGE .50  
#037500 0040 104 T0513

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)

R. Hamisi Ingram  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mortenson Broadcasting Company

Type or Print Above Signature on Above Line

11.00 →

522 PAGE 431

271507

This Financing Statement is filed with Office of the Secretary of the State - Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
LEONARD J. JARKOWSKI DOROTHY J. JARKOWSKI 192 FALCON DRIVE PASADENA, MD 21222	THAMES RIVER ASSOCIATES LIMITED PARTNERSHIP c/o CDC Equity Corporation 345 North Main Street West Hartford, CT 06117	POSTAGE .50 #039990 0237 R03 110134 02/02/88

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

All of the Debtor's Limited Partnership interest in the Secured Party and any successor, and all proceeds or any distributions thereof.

Not Subject to Recordation Tax

- 2 (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)
- 3 (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
- 4  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_
- 4  (If products of collateral are claimed) products of collateral are also covered

Number of additional sheets presented \_\_\_\_\_  Debtor is a transmitting utility as defined in 42a 9 402 Conn. General Statutes

WHICHEVER IS APPLICABLE	<i>Leonard J. Jarkowski &amp; Dorothy J. Jarkowski</i> Leonard J. Jarkowski & Dorothy J. Jarkowski	CDC EQUITY CORP. A General Partner By: <i>Steven L. Erie</i> Steven L. Erie, Managing Director
-------------------------	---	--

(1) Filing Officer Copy - Alphabetical Jarkowski Steven L. Erie, Managing Director  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

522 REC 432

271508

TO BE RECORDED IN THE  
FINANCING RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ELMCO PROPERTIES, INC. Address: 1831 Forest Drive, Suite B  
Annapolis, Maryland 21403

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK Address: P.O.Box 2558  
Salisbury, MD 21801 ATTN: William F. Brooks, Jr.

RECORD FEE 13.00  
POSTAGE .50

3. This Financing Statement covers:

#037800 0055 R04 T10-45

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

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all cash on hand, equipment, inventory and accounts receivable to include the applicable licenses and permits, and 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 rent or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy and 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 which 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 preceding or purchase in lieu thereof, of the whole or of any part of the herein described land.

4. The aforesaid items are included as security in a Deed of Trust given by the Debtor to Harry A. Berliner, Jr. and Marion J. Minker, Jr., Trustees for the benefit of the Secured Party whereby the Debtor conveyed its fee simple interest of the property described in Exhibit "A" attached hereto to the Trustees, in trust, to secure the repayment of a loan in the amount of Nine Hundred Twenty Five Thousand One Hundred Ninety Six Dollars (\$925,196.00). The Deed of Trust has been

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

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SN669

recorded or will be recorded among the Land Records of Anne Arundel County.

5. Property description: See attached Exhibit A.

Debtor:	Secured Party:
ELMCO PROPERTIES, INC.	SECOND NATIONAL BLDG. & LOAN, INC.

BY: <u>Eugene Lee Meadows</u>	BY: <u>Nicholas Goldsborough</u>
Eugene Lee Meadows, President	Nicholas Goldsborough, Agent

Dated: January 29, 1988

MR. CLERK: Return to:

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH, CHARTERED  
P.O. Box 1911  
Annapolis, MD 21404  
Attention: Pat Weiss

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

## EXHIBIT "A"

ALL THOSE LOTS AND PARCELS OF LAND, situate lying and being in the Seventh Assessment District, Anne Arundel County, Maryland, in the Subdivision known as "CEDARLEA", as set forth on Plats recorded among the Plat Records of Anne Arundel County in Plat Book 101, folios 11 thru 15, inclusive; SAVING AND EXCEPT THEREFROM those Lots known and designated as Lots 25, 26, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, and 47, Plat 4, CEDARLEA, which Plat is recorded among the Plat Records of the County aforesaid in Plat Book 101, folio 14.

TO BE RECORDED IN THE  
FINANCING RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ELMCO PROPERTIES, INC.	Address: 1831 Forest Drive, Suite B Annapolis, Maryland 21403
--------------------------------------	---

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK	Address: P.O.Box 2558 Salisbury, MD 21801 ATTN: William F. Brooks, Jr.
--	---

3. This Financing Statement covers:

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

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all cash on hand, equipment, inventory and accounts receivable to include the applicable licenses and permits, and 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 rent or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy and 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 which 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 preceding or purchase in lieu thereof, of the whole or of any part of the herein described land.

4. The aforesaid items are included as security in a Deed of Trust given by the Debtor to Harry A. Berliner, Jr. and Marion J. Minker, Jr., Trustees for the benefit of the Secured Party whereby the Debtor conveyed its fee simple interest of the property described in Exhibit "A" attached hereto to the Trustees, in trust, to secure the repayment of a loan in the amount of Five Hundred Ninety Four Thousand Four Hundred Dollars (\$594,400.00). The Deed of Trust has been recorded or will be recorded among the Land Records of Anne Arundel County.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P O BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

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5N670



5. Property description: See attached Exhibit A.

Debtor:	Secured Party:
ELMCO PROPERTIES, INC.	SECOND NATIONAL BLDG. & LOAN, INC.

BY: <u>Eugene Lee Meadows</u>	BY: <u>Nicholas Goldsborough</u>
Eugene Lee Meadows, President	Agent

Dated: January 29, 1988

MR. CLERK: Return to:

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH, CHARTERED  
P.O. Box 1911  
Annapolis, MD 21404  
Attention: Pat Weiss

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

## EXHIBIT "A"

ALL THOSE LOTS AND PARCELS OF LAND, situate lying and being in the Seventh Assessment District, Anne Arundel County, Maryland, in the Subdivision known as "CEDARLEA", as set forth on Plats recorded among the Plat Records of Anne Arundel County in Plat Book 101, folios 11 thru 15, inclusive; SAVING AND EXCEPT THEREFROM those Lots known and designated as Lots 25, 26, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, and 47, Plat 4, CEDARLEA, which Plat is recorded among the Plat Records of the County aforesaid in Plat Book 101, folio 14.

LAW OFFICES  
MANIS.  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 **522** PAGE **438** Identifying File No. 271473

**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 January 28, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name Tran Source, Inc. RECORD FEE 11.00  
 Address P. O. Box 3416, Baltimore, Maryland 21225 POSTAGE .00

**2. SECURED PARTY**

Name The Bank of Glen Burnie #038010 C055 FROM T116  
 Address P. O. Drawer 70, 101 Crain Highway, S. E. WQ  
Glen Burnie, Maryland 21061

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

**3. Maturity date of obligation (if any)** \_\_\_\_\_

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

*All of the borrower's accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired, receivables including those invoiced or billed, together with a) all cash and non-cash proceeds thereof, and b) all returned, rejected or repossessed goods, the sale of 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.*

**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)

**TRAN SOURCE, INC.**

*Gilbert W. Fetty*  
(Signature of Debtor)

Gilbert W. Fetty, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Stephen G. Boyd*

(Signature of Secured Party)

Stephen G. Boyd, Senior Vice President  
Type or Print Above Signature on Above Line

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 January 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Dailey-Easton Corporation  
 Address 2006 Industrial Drive, Annapolis, Md. 21401

2. SECURED PARTY

Name The Bank of Glen Burnie RECORD FEE 11.00  
 Address P. O. Drawer 70, 101 Crain Highway, S. E., Glen Burnie, Md. 21061 POSTAGE .50  
 #038050 0055 R04 111

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 borrowers accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired, receivables including those invoiced or billed, together with a) all cash and non-cash proceeds thereof, and b) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall rise to an account and all cash and non-cash proceeds and products of all such goods.  
 All inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation.

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)

The Dailey-Easton Corporation  
Richard O. Bungarner  
 (Signature of Debtor)  
 By: Richard O. Bungarner, President  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

Stephen G. Boyd  
 (Signature of Secured Party)  
 By: Stephen G. Boyd, Senior Vice President  
 Type or Print Above Signature on Above Line

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 January 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Dailey-Kotzin Corporation RECORD FEE 11.00  
Address 2006 Industrial Drive, Annapolis, Md. 21401 POSTAGE .32

2. SECURED PARTY

Name The Bank of Glen Burnie #038060 0055 004 71142  
Address P. O. Drawer 70, 101 Crain Highway, S. E., 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 of the borrowers accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired, receivables including those invoiced or billed, together with a) all cash and non-cash proceeds thereof, and b) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall rise to an account and all cash and non-cash proceeds and products of all such goods.*  
*All inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation.*

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)

The Dailey-Kotzin Corporation  
*Richard O. Bumgarner*  
(Signature of Debtor)  
By: Richard O. Bumgarner, President  
Type or Print Above Name on Above Line  
  
\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*Stephen G. Boyd*  
(Signature of Secured Party)  
By: Stephen G. Boyd, Senior Vice President  
Type or Print Above Signature on Above Line

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 January 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H. E. Dailey Tobacco Co., Inc.  
Address 2006 Industrial Drive, Annapolis, Md. 21401

2. SECURED PARTY

Name The Bank of Glen Burnie  
Address P. O. Drawer 70, 101 Crain Highway, S. E., 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 of the borrowers accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned, or hereafter acquired, receivables including those invoiced or billed, together with a) all cash and non-cash proceeds thereof, and b) ~~all~~ returned, rejected or repossessed goods, the sale or lease of which shall have given or shall rise to an account and all cash and non-cash proceeds and products of all such goods.*  
*All inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation.*

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)

H. E. Dailey Tobacco Co., Inc.  
*Richard O. Bumgarner*  
(Signature of Debtor)

By: Richard O. Bumgarner, President  
Type or Print Above Name on Above Line

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

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

*Stephen G. Boyd*  
(Signature of Secured Party)

By: Stephen G. Boyd, Senior Vice President

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

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F-31-7 U.C.C. 1/72

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.O. 246597 recorded in  
Liber 460 Folio 23 on March 23, 1983 (Date).

1. DEBTOR(S):

Name(s) George W. Braun

Address(es) C/O Whitehall Yacht Yard, Annapolis MD

2. SECURED PARTY:

Name First Pennsylvania Bank N.A.

Address Centre Square West Concourse Phila., Pa. 19101

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.)

RECORD FEE

10.00

POSTAGE

.50

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.

NO38090 0055 004 111/83

02/02/83

JA

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

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

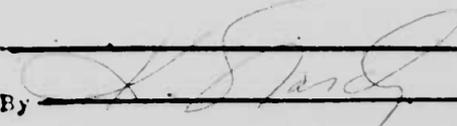
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By 

Kathleen Nardy, Supervisor  
(Type, Name and Title)

DEBTOR(S)

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

10  
5

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F21-7 12, 1979

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.O. 246596 recorded in  
Liber 460 Folio 22 on March 23, 1983 (Date).

1. DEBTOR(S):

Name(s) George W. Braun

Address(es) 7906 Darien Drive, Glen Burnie MD 21061

2. SECURED PARTY:

Name First Pennsylvania Bank N.A.

Address Centre Square West Concourse Phila., Pa. 19101

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

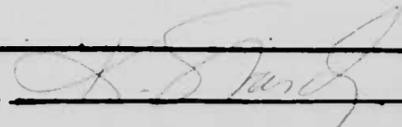
Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

By 

Kathleen Nardy, Supervisor  
(Type, Name and Title)

DEBTOR(S)

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

RECORD FEE 10.00

POSTAGE .30

4038110 0055 004 111432

02/02/83

50

10-50

A.A.Co.

522 PAGE 444 271512

FINANCING STATEMENT

File No.

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

<p>1 DEBTOR(S) and Address(es)</p> <p>Creative Information Systems Company, Inc. 838 Ritchie Hwy, Suite 5 Severna Park, MD 21146</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
--	---

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other.

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: \$50,000.00

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

Creative Information Systems Company, Inc.  
(Type Name)

By: [Signature]

By: [Signature]  
W. Charles Sereboff, Pres.

Ross L. Brown, A.V.P.  
(Type Name)

By: \_\_\_\_\_ JAN 16 19 88  
(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.

522 PAGE 445

271513

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 23,600.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Form Services, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
 717 Wedeman Avenue  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
 Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn Thomas B. Freeze, V.P.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Loan Officer)  
 25 South Charles Street., 101-501  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
 Baltimore, Maryland 21201

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

The property, herein called "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, Accessories and Attachments now owned or hereafter acquired in connection there with, and any maintenance agreements applicable thereto.

1 HYSTER Model P80A, S/N A018E02538G, Forklift

RECORD FEE 11.00  
 RECORD TAX 108.00  
 POSTAGE .30  
 #038340 0085 P04 T11420  
 02/02/88

OM

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)  
Form Services, Inc. (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
Louis L. Boldt, President  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY  
First National Bank of Maryland (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
Thomas B. Freeze, Vice President  
 \_\_\_\_\_  
 (Print or Type Name)

11  
165  
8

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

Maturity date (if any)

FOR OFFICE USE ONLY

522 PAGE 446  
2/13/83

Debtor(s) Name (Last Name, First) Complete Address

Maturity date (if any)

Medical Ultra Sound Imaging Services, Inc.  
1406 Crain Highway #104  
Glen Burie, Maryland 21061

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address

New Jersey National Bank  
CN 1  
Pennington, NJ 08534-001

271514

Assignee(s) of Secured Party and Complete Address

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

- 1 - Ultramark 4 system 120V, 60HZ; part number 8500-0021-00 60A03-00SN
- 2 - Elect Module (W/S2), 120V, 60HZ; part number 8500-1001-01 60A03-00SN
- 3 - Sector/Linear MOD (for S2 Sys); part number 8500-1014-01 60A03-00SN
- 4 - Without M-Mode/ECG Capability; part number 8500-1013-03 60A03-00SN
- 5 - O/B Calculation & Measurement, PKG.; part number 8500-1018 60A03-00SN
- 6 - Hardkey, No M-Mode/ECG, w/VCR; part number 8500-2002-01 60A03-00SN
- 7 - Mtg Kit, w/o data comm, HFC; part number 8500-3060-03 60A03-00SN
- 8 - HFC Standard Rails (5" Casters); part number 8500-3057-01 60A03-00SN
- 9 - Panasonic 8420 VCR-HFC, 120V, 60HZ; part number 8500-3017-00 60A03-00SN
- 10- MTG Kit for no photo MOD; part number 8000-0075-01 60A03-00SN
- 11- Access A Schnd 3L; part number 801-00707-01 60A03-00SN
- 12- DFT Linear 3.5 MHZ.; part number 8500-3080-01 60A03-00SN
- 13- Human factors Cart, 120V, 60HZ; part number 8500-3023 60A03-00SN
- 14- Single Access only; part number 8500-1029-02 60A03-00SN
- 15- Video Printer; part number 8500-3100-01 60A03-00SN

RECORD FEE 11.00

POSTAGE .50

#038320 CUSIS 004 T114

02/02/83

When collateral is crops or fixtures complete this portion of form.  
a. Description of real estate (Sufficient to identify the property)

b. Name and complete address of record owner

a.  Proceeds of Collateral are also covered.

b.  Products of Collateral are also covered.

No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of

County

( ) Secretary of State

Filed with the County Clerk of Arundel

County, Md.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

Medical Ultra Sound Imaging Services, Inc.

New Jersey National Bank

E R Pierson VP

Richard N. Morello, AVP

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.

THESE FORMS MAY BE PURCHASED FROM ALL STATE LEGAL SUPPLY CO. 1 COMMERCE DRIVE, CRANFORD, N.J. 07016

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1. (Rev. 9/81)

522 PAGE 447

271515

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

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

1 Debtor(s) (Last Name First) and Address(es)  
 COCHIN, JOHN M.  
 300 NEVADA AVE  
 ODENTONS, MD 21113

2 Secured Party(ies) Name(s) and Address(es)  
 MIKE BOWERS SPORTING GOODS INC  
 P.O. BOX 31  
 WAYNESBORO, PA 17268

6 Assignee(s) of Secured Party and Address(es)  
 MERCURY MARINE ACCEPT. CORP.  
 215 N. WASHINGTON AVE  
 P.O. BOX 66  
 SCRANTON PA 18501

5 This Financing Statement covers the following types (or items) of property  
 (1) NEW 1988 BASS TRACKER TX-17 BOAT #BUJ99258L788  
 (1) NEW 1988 BASS TRACKER TRLR.#1JL11AA14JA012791  
 (1) NEW 1988 MERCURY 45 PTO MOTOR #0B297740  
 (CONDITIONAL SALES CONTRACT -- NO TAX DUE)  
 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 allixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

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

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

By John M. Cochlin JOHN M. COCHIN

By M.C. Kucz MERCURY MARINE ACCEPTANCE CORP.  
 M.C. KUCZ, FSR

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

(1) FILING OFFICER COPY — NUMERICAL

RECORD FEE 11.00

02/02/88

11

AA Co. 12.52

NOT TO BE RECORDED IN LAND RECORDS 271516 NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Arthur V. League, d/b/a Pioneer Club

Name or Names - Print or Type

1. LESSEE(S) 7934 South Crain Highway, Glen Burnie, MD 21061
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

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

1-Ice Maker Model RCV-404 UP with Model 450 Storage Bin. JK2594

RECORD FEE 12.00

POSTAGE .30

M038250 0055 1004 1111

02/02/00

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 covered.

7. Products of collateral are covered.

LESSEE(S) Arthur V. League/Pioneer Club

LESSOR L-J Leasing Company

By: [Signature]
Signature of Lessee

By: [Signature]
Signature of Lessor

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

<b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		File No.
<small>(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike in applicable words</small></small>		
<b>Debtor(s) Name(s) and Address(es)</b> Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Anne Arundel, MD 21401  County		<b>Secured Party Name and Address</b> The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
<del>XXXXXXXXXXXXXXXXXXXX</del> <del>XXXXXXXXXXXXXXXXXXXX</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.  part of debtors inventory
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>  One (1) New Benati Model 716 Crawler Loader s/n 716165		
RECORD FEE 13.00 RECORD FEE 1.00 POSTAGE .50		
Proceeds of collateral are also covered.		#038240 0055 R04 T11
* 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)  <span style="float: right;">WO</span>		
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 The CIT Group/Equipment, Financing, Inc. at its address above.		
Debtor(s) <u>Baldwin Service Center, Inc.</u>		Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>
By <u>Rhoda L. Baldwin (Seal)</u> Title <u>Pres.</u>		By <u>William D. Walton</u> Agent
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
Rhoda Baldwin		William D. Walton
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>
5-SA-989E		

11-50

522 PAGE 450

271513

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) Heisman, Ross, I., D.D.S., P.C. 7573 Ritchie Highway Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) A.B.L.E. LEASING, INC. 145 W. Lynford Road Richboro, PA 18954	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  
 LEASED BY SECURED PARTY TO DEBTOR:  
 1 Dentalez E200 Chair, S/N# 19724DT "SEE ATTACHED SCHEDULE FOR DETAILS"  
 LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.

5 Assignee(s) of Secured Party and Address(es)  
 Cheltenham Bank  
 500 Central Avenue  
 Cheltenham, PA 19012  
 L#4932C  
 01/02/79

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with:  
 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:

Ross I Heisman, D.D.S., P.C. A.B.L.E. LEASING, INC.  
 By: Ross I Heisman, DDS President By: [Signature] Title  
 Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title  
 (1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

PRINTED FOR AND SOLD BY JOHN C. CLARK CO. 1326 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 Filing Out Form.

2 Debtor(s) (Last Name First) and Address(es): Heisman, Ross, I., D.D.S., P.C. 7573 Ritchie Highway Glen Burnie, MD 21061	3 Secured Party(ies): Name(s) and Address(es): A.B.L.E. LEASING, INC. 145 W. Lynford Road Richboro, PA 18954	4 For Filing Officer:
---	---	-----------------------

5. This additional sheet covers the following additional types (or items) of property:  
 1 Series 3 Doctor's Stool, S/N#19348  
 1 Series 3 Assistant's Stool, S/N#19349  
 1 Amplo Trimline 400 Unit, S/N#6545  
 1 DE Dayray Light, S/N#11715  
 1 Amplo Ass't Arm 20-200, S/N#4462  
 1 Light Post and Adaptor, S/N#4462

271519

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)  EXIDE CORP. 899 AIRPORT PARK ROAD GLEN BURNIE, MD 21061	2. Secured Party(ies) and address(es)  VENDOR FUNDING CO., INC. 3333 NEW HYDE PARK ROAD NEW HYDE PARK, NY 11042	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

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

SEE EXHIBIT A SCHEDULE OF EQUIPMENT

Non-Taxable

RECORD FEE 11.00  
 5. Assignee(s) of Secured Party and Address: 403220 0055 R04 T11147  
 02/02/00

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:

EXIDE CORP.

By:

*Dolores A. [Signature]*  
Signature(s) of Debtor(s)

VENDOR FUNDING CO., INC.

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

**EXHIBIT "A" (SCHEDULE OF EQUIPMENT)**

Forming a part of the lease agreement between EXIDE CORPORATION  
Lessee, and VENDOR FUNDING CO., INC., Lessor  
Lease Number 202522 Lease Dated NOVEMBER 4, 1988  
Leased equipment shall be located at VARIOUS LOCATIONS

**DESCRIPTION OF EQUIPMENT: (Describe fully, giving Manufacturer, Equipment, Model, and Serial Numbers):**

ITEMS NAME: ONE - IBM PS/2 MODEL 30 - 8530-002 W/640K DUAL 3.5" DRIVES  
ONE - PRINTER CABLE  
ONE - PRINTER STAND  
ONE - PROPRINTER II  
ONE - PS/2 MONOCHROME MONITOR  
ONE - DOS 3.3 & IMMXP 3.5" CASSETT  
ONE - 1200 BPS INTERNAL MODEM

ADDRESS: 1096 MCCOUGAL COURT  
CITY: GREENVILLE  
STATE/ZIP: SC 29607  
CONTACT: JOHN KENTOR OR SAMY JO AIKEN  
PHONE: 803-234-6677

ITEM NAME: ONE - IBM PS/2 MODEL 30 - 8530-002 W/640K DUAL 3.5" DRIVES  
ONE - PRINTER CABLE  
ONE - PRINTER STAND  
ONE - PROPRINTER II  
ONE - PS/2 MONOCHROME MONITOR  
ONE - DOS 3.3 & IMMXP 3.5" CASSETT  
ONE - 1200 BPS INTERNAL MODEM

ADDRESS: 3713 N. DAVIDSON STREET  
CITY: CHARLOTTE  
STATE/ZIP: NC 28205  
CONTACT: DON BEACH  
PHONE: 704-525-4590

SR061408.FIS  
0460

522 PAGE 453

AA County - FS records  
12281-51  
SUBJECT TO RECORDATION  
TAX ON THE PRINCIPAL  
SUM OF \$ 30,000.00

271520

FINANCING STATEMENT

1. Name(s) of Debtor: (1) ROUSE & ASSOCIATES - COCHRANE  
DRIVE LIMITED PARTNERSHIP  
(2) COCHRANE DRIVE HOLDING  
ASSOCIATES LIMITED PARTNERSHIP  
Address(es): 5950 Symphony Woods Road  
Suite 300  
Columbia, Maryland 21044
- |            |        |
|------------|--------|
| RECORD FEE | 17.00  |
| RECORD TAX | 210.00 |
| POSTAGE    | .50    |
2. Name of Secured Party: SOVRAN BANK/MARYLAND  
Address: Real Estate Department  
31 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated January 29, 1988 from Debtor #2 above to Richard J. Hajjar and Alice A. Steely, Trustees (the Deed of Trust) and a certain Security Agreement dated January 29, 1988 from Debtor #1 above to the Secured Party (the Security Agreement), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors or either of them of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

17 00  
210 00  
210 50

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust and in the Security Agreement, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered.
- 5. The record owner of the real property described in the Deed of Trust is Debtor #2 above.

Debtors:

ROUSE & ASSOCIATES - COCHRANE DRIVE LIMITED PARTNERSHIP

By ROUSE & ASSOCIATES, INC.,  
Managing General Partner

By *Claiborn M. Carr, III*  
Claiborn M. Carr, III  
Vice President

Secured Party:

SOVRAN BANK/MARYLAND

By *Margaret T. Everett*  
Margaret T. Everett  
Vice President

COCHRANE DRIVE HOLDING ASSOCIATES LIMITED PARTNERSHIP

By ROUSE & ASSOCIATES - COCHRANE DRIVE LIMITED PARTNERSHIP,  
General Partner

By ROUSE & ASSOCIATES, INC.,  
Managing General Partner

By *Claiborn M. Carr, III*  
Claiborn M. Carr, III  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: William T. Define, Esquire

PLEASE RECORD AS FOLLOWS:

- 1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- 2. IN THE FINANCING STATEMENT RECORDS OF HOWARD COUNTY
- 3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

522 REC 455

EXHIBIT A

PROPERTY DESCRIPTION

All those tracts or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 5-R, 6-R and 7-R as shown on plat entitled "Resubdivision Lots, 4, 5, 6 and 7, Plat Two, Annapolis Science Center, Second District, Anne Arundel County, Maryland", which Plat is recorded among the Land Records of Anne Arundel County as Plat No. 5700. *Plat Book, Page 25.*

Atlantic Title Co.  
10715 Charter Dr #100  
Columbia, Md. 21044

SB061506.FIS  
0460

522 PAGE 458

NOT SUBJECT TO  
RECORDATION TAX

12281 87  
A.A. Co. For Records

FINANCING STATEMENT

1. Name of Debtor: COCHRANE DRIVE HOLDING  
ASSOCIATES LIMITED  
PARTNERSHIP  
Address): 5950 Symphony Woods Road  
Suite 300  
Columbia, Maryland 21044  
RECORD FEE 15.00  
POSTAGE .50  
#040110 E237 R03 T12453  
02/02/88
2. Name of Secured Party: SOVRAN BANK/MARYLAND  
Address: Real Estate Department  
31 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated January 27, 1988 from Debtor above to Richard J. Hajjar and Alice A. Steely, 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 in existence or hereafter created and the proceeds thereof.

1500

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

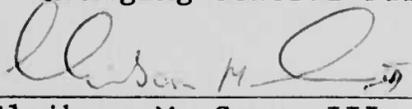
4. Proceeds and products of all collateral are covered.
5. The record owner of the real property described in the Deed of Trust is the Debtor.

Debtor:

COCHRANE DRIVE HOLDING ASSOCIATES  
LIMITED PARTNERSHIP

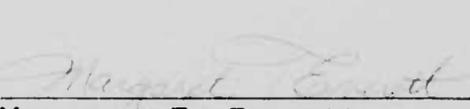
By ROUSE & ASSOCIATES - COCHRANE  
DRIVE LIMITED PARTNERSHIP,  
General Partner

By ROUSE & ASSOCIATES, INC.,  
Managing General Partner

By   
Claiborn M. Carr, III  
Vice President

Secured Party:

SOVRAN BANK/MARYLAND

By   
Margaret T. Everett  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: William T. Define, Esquire

PLEASE RECORD AS FOLLOWS:

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

EXHIBIT A

PROPERTY DESCRIPTION

All those tracts or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 5-R, 6-R and 7-R as shown on plat entitled "Resubdivision Lots, 4, 5, 6 and 7, Plat Two, Annapolis Science Center, Second District, Anne Arundel County, Maryland", which Plat is recorded among the Land Records of Anne Arundel County as Plat No. 5702 at Plat Book 110, Page 25.

Atlantic Title Co  
10715 Charter Dr #100  
Columbia, Md 21044

FINANCING STATEMENT

271522

To be recorded in the Financing Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and Security Agreement securing a debt in the principal amount of \$1,250,000.00 or so much thereof as may be advanced. Recordation taxes have been paid to the Clerk, Circuit Court of Calvert County at the recording of the aforementioned instrument.

NAME OF DEBTOR:  
CEP LIMITED PARTNERSHIP

ADDRESS OF DEBTOR:  
c/o Plaza West Associates  
136 West Street  
Annapolis, Maryland 21401

NAME OF SECURED PARTY:  
MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY

ADDRESS OF SECURED PARTY:  
Two Hopkins Plaza  
Baltimore, Maryland 21201  
Attention: Ronald D. Mettam  
Vice President

OM  
RECORD FEE 17.00  
POSTAGE .50  
#039010 0055 R04 T15131  
02/02/08

1. This Financing Statement covers the following items of property:
  - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor 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, 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,

M/ce  
SD

CEL-1



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 Deed of Trust and Security Agreement hereinafter mentioned.

- B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust and Security Agreement; including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust and Security Agreement hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Rents and Guarantees of even date herewith.
- C. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust and Security Agreement hereinafter 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 property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust and Security Agreement at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
- D. Proceeds of the above described collateral.
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, being approximately 3.29 acres of ground more or less known

9479W

as Calvert Executive Plaza, in the City of Prince Frederick, Calvert County, Maryland and more fully described in and conveyed by Debtor in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Calvert County, Maryland, said Deed of Trust and Security Agreement and Assignment of Rents and Guarantees constituting the Security Agreement to this secured transaction.

Dated: February 1, 1988

DEBTOR'S SIGNATURE:  
CEP LIMITED PARTNERSHIP

2/2/88

✓ By: *Douglas H. Godine*  
Douglas H. Godine, General Partner

✓ By: *Steven R. Stunda*  
Steven R. Stunda, General Partner

✓ By: *Richard S. Neville*  
Richard S. Neville, General Partner

✓ By: *James L. Myers*  
James L. Myers, General Partner

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the principal amount of \$700,000.00, or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

ODENTON STATION JOINT VENTURE  
2015 Renard Court  
Annapolis, Maryland 21401

NAME AND ADDRESS OF SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY  
Church Circle  
Annapolis, Maryland 21401

NAME AND ADDRESS OF TRUSTEES:

JOHN M. SUIT, II  
DAVID D. TRUITT  
Church Circle  
Annapolis, Maryland 21401

RECORD FEE 21.00

POSTAGE .50

MG39030 0055 004 115134

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

A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, 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, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

AB4.17

21/0

C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.

D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter 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 property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

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, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed 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: January 21, 1988

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

ODENTON STATION JOINT VENTURE,  
a Maryland General Partnership

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

BY: David P. Covington  
David P. Covington,  
General Partner

BY: John M. Suit, II  
John M. Suit, II  
Executive Vice President

BY: Nancy I. Covington  
Nancy I. Covington,  
General Partner

BY: David K. Witty  
David K. Witty,  
General Partner

BY: Charlene Witty  
Charlene Witty,  
General Partner

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8555

Filing Officer:  
After recordation, please return to:

Pat Weis  
MANIS, WILKINSON, SNIDER &  
GOLDSBOROUGH, CHARTERED  
P.O. Box 1911  
Annapolis, Maryland 21401

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
—  
(301) 263-8655

## EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 2 as shown on the plat entitled "SHERMAN PROPERTY, MINOR SUBDIVISION, TAX MAP #21, BLOCK #22, PAR. #498, ODENTON ROAD, ODENTON, MARYLAND" and recorded among the Land Records of Anne Arundel County at Liber 4221, folio 458, said plat also recorded among the Land Records of Anne Arundel County at Liber 4336, folio 835. The improvements thereon to be known as 1424 Odenton Road, Odenton, Maryland.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

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 Charing Cross Bookshop, Inc.  
 Address 88 Maryland Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.  
 Address 6925-P Oakland Mills Road, Columbia, Maryland 21045

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

3. Maturity date of obligation (if any) February 25, 1991

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

One (1) New Panasonic 1530 Copier,  
 Serial Number - G11B26311348

Name and address of Assignee	
RECORD FEE	11.00
TOTAL	11.00
#039250 CTTT 004 100-00	02/03/91
POSTAGE	.00
#039260 CTTT 004 100-00	02/03/91

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)

**Charing Cross Bookshop, Inc.**  
X *Barry M. Burrows*  
 (Signature of Debtor)

**Barry M. Burrows/President**  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
*KB*  
 Type or Print Above Signature on Above Line

**NATIONAL SURETY LEASING, INC.**  
*Carole R. Hardesty*  
 (Signature of Secured Party)  
**Carole R. Hardesty/President**  
 Type or Print Above Signature on Above Line

2 2 5 3 0 1 0 0 0 0 4

688778

271524

522 PAGE 467

Acc. #044-68-0978-688978

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

File No

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

<p>1 DEBTOR(S) and Address(es)          Samuel J. Smitson          Beverly J. Smitson          Chesapeake Mobile Homes Ct. 94          Hanover AA Md. 21076</p>	<p>2 SECURED PARTY and Address          SIGNET BANK/MARYLAND          Baltimore &amp; St. Paul Streets          Baltimore, Maryland 21203          Attn: _____</p>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.  
1976 Flamingo T1 Ser. #S-532-758-403-096

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.	RECORD FEE	12.00
	RECORD TAX	56.00
5. This transaction <del>(is)</del> (is not) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ 8,000.00	POSTAGE	.30

JM  
#039270 0777 004 100157  
02/03/87

DEBTOR:  
Samuel J. Smitson  
Beverly J. Smitson  
(Type Name)  
By: Samuel J. Smitson  
By: Beverly J. Smitson

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: Penny L. Jordan  
(Type Name)  
December 15, 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.

SIGNET BANK/MARYLAND  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

J. M. HITCH

Stamp - 56.00  
Record - 68.00  
Postage - .30  
\$ 68.50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 PAGE 468

271177

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 Dance Brothers Inc.

Address 825-C Hammonds Ferry Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive, Baltimore, Maryland 21221

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)

Canon Facsimile 620 S/N 9206297

RECORD FEE 11.00

POSTAGE .35

#039280 CITY 004 10015

05/03

CHECK  THE LINES WHICH APPLY

WO

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)  
John L. Johnson, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Gerald T. Day  
Type or Print Above Signature on Above Line

115

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 HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY \*ADDITIONAL LOCATIONS OF COLLATERAL

Name Kidde Credit Corporation RECORD FEE 11.00

Address 30 Washington Center, Hagerstown, MD 21740 POSTAGE .50

#039290 CTTT PA4 100434

Person And Address To Whom Statement Is To Be Returned If Different From Above. 02/03/85

3. Maturity date of obligation (if any) \_\_\_\_\_

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

SEE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION.

\*ADDITIONAL LOCATIONS OF COLLATERAL:

P. O. Box 1066 809-J Barkwood Court  
1066C Virginia Ave. Linthicum Heights, MD 21090  
Harrisonburg, VA 22801  
449 N. Potomac Street  
Hagerstown, MD 21740

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)

*[Signature]*  
(Signature of Debtor)

HEB EQUIPMENT CO., INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

KIDDE CREDIT CORPORATION  
Type or Print Above Signature on Above Line

1520

EXHIBIT A

This Exhibit A is attached to and made a part of a UCC-1 Financing Statement between \_\_\_\_\_, as Debtor, and Kidde Credit Corporation, as Secured Party:

522 PAGE 470

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

- (a) All inventory, equipment, machinery, spare parts and all other goods of every kind and description (including but not limited to motor vehicles) manufactured and/or supplied and/or sold under the name of Manlift and/or Manlift, Inc. and/or Grove Manlift, now owned or hereafter acquired by Debtor or in which Debtor has or will have an interest (including but not limited to returned, rejected, or repossessed goods), together with all existing attachments, accessions, and accessories and all existing and future replacements, substitutions, replacement parts, and repairs therefor, incorporated therein, attached or affixed thereto, and/or used in connection therewith, and all proceeds of all the foregoing; the above property covered, however, is limited to only those goods for which Secured Party has advanced all or a portion of the purchase price and for which Secured Party has not been paid in full;
- (b) All future attachments, accessions and accessories attached and affixed to and/or used in connection with any item of (a) above;
- (c) Each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, arising out of the sale, lease or other disposition of any items in (a) above by the Debtor or under any contract or agreement to render services of any kind, whether or not such right to payment is earned by performance, and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, document, lease, conditional sales agreement, installment sale contract, chattel paper or otherwise, together with all other rights and interest which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make such payment or against any of the property of such account debtor or other obligor, and together with all related present and future debt instruments, mortgages receivable, chattel paper, general intangibles (including without limitation, patent rights, copyrights and trademarks), accounts and contract rights of the Debtor; and
- (d) All proceeds (including insurance proceeds) and products of all items described in (a), (b), and (c) above, and all books, records, computer tapes, discs and software relating thereto.

The Secured Party's books, records, loan accounts, and accountings are conclusive as to the nature and extent of the security interest and the obligations secured.

DEBTOR: HEB EQUIPMENT CO., INC.

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

SECURED PARTY:

KIDDE CREDIT CORPORATION

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

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

271479

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 R.H. Brentzel, Inc.  
Address 4305 Tenthouse Court - West River, Md. 20778

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.  
Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Credit Corp. - 5790 Widewaters Parkway - Syracuse, New York 13214  
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 Case Model 580K Tractor ldr./Hoe  
Serial #17423127

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#038370 0777 004 10741

(02/03/78)

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]  
(Signature of Debtor)

R.H. Brentzel, Inc.  
Type or Print Above Name on Above Line

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

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

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

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

[Signature]  
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
Type or Print Above Signature on Above Line

271525

FILE # 13696

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.**

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

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
HOWARD L. REUBEN		12-18-88	
1121 BALTO & WASH BLVD		ACCOUNT NO.	TAB
GLEN BURNIE, MD. 21061		963708122	

FILE 12-18-88

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 11.00  
RECORD TAX 17.50  
POSTAGE .50  
#039440 CTTT R04 109121

12/03/88  
WC

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 \$ 2243.02

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

Howard L. Reuben  
HOWARD L. REUBEN

DEBTOR

BY David M. Butler  
DAVE BUTLER TITLE ACCT REP

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11  
17,5050

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UC001 522 PAGE 473

271400

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. \$ 3202.57

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

This financing statement Dated DEC 31, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SIMONA SIMONS  
 Address 104 SIMONS RD SEVERNA PARK MD 21145

2. SECURED PARTY

Name AVCO  
 Address PO BOX 997 GLEN BURNIE MD 21051

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

\*\*\*\*\*  
 CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00  
 RECORD TAX 24.00  
 POSTAGE .50  
 #039460 0777 R04 1094E  
 02/03/88

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Simona E. Simons*  
 (Signature of Debtor)

SIMONA SIMONS  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*24.50*

*Monica D. Carter*  
 (Signature of Secured Party)

MONICA CARTER CSR  
 Type or Print Above Signature on Above Line

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 **522 PAGE 474**

271131

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. \$ 2221.84

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

This financing statement Dated JAN 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RALPH AND LOREATNE NICHOLAS  
 Address 212 EGG ST ANNAPOLIS MD 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES # 13754  
 Address PO BOX 927 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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00  
 RECORD TAX 17.50  
 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)

MO39476 0777 R04 109123  
 02/03/88

(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)

Ralph C. Nicholas  
 (Signature of Debtor)

RALPH NICHOLAS  
 Type or Print Above Name on Above Line

Lorraine A. Nicholas  
 (Signature of Debtor)

LOREATNE NICHOLAS  
 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

50  
 17-17-80

271506

522 PAGE 475

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) Emory W Trotter		DATE OF THIS FINANCING STATEMENT 1-11-88	
11th Eng Charlie Co Box 9802		ACCOUNT NO (13752)	TAB
Ft Meade Md	20755	613304096	96

Filed with: A A Co clk of Crt

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 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#039480 CTTT R04 T09424  
02/03/88

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

\$ 1998.49

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

Emory W Trotter  
EMORY W TROTTER DEBTOR

BY Mary K Bryant Admin Asst  
MARY K BRYANT TITLE ADMIN ASST DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11  
14  
.50

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

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11 14.50

271527

FILE # 13693

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 R. HARRELL		10-13-87	
123 USAB BOX 997 FT WEAVER MD 20755		ACCOUNT NO.	TAB
		2100112	

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 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#039520 0777 R04 109132  
02/03/88

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

\$ 11,140.00

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

*Donald R. Harrell*  
DONALD R. HARRELL

DEBTOR

BY *David M Butler*  
DAVID M BUTLER ACCT REPRESENTATIVE  
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11,140.00

STATE OF MARYLAND

271403

FINANCING STATEMENT

FORM UCC 522 PAGE 478

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. \$ 1000.00

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

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

1. DEBTOR

Name ANTHONY AND PATRICIA SNEIDAR

Address 1311-P LOBBUGH ST FT LEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P O BOX 317 GLEN BURNIE MD 21051

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00

RECORD TAX 28.00

POSTAGE .50

CHECK  THE LINES WHICH APPLY

#039540 CTTT R04 109+20

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 02/03/90

(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)

*Anthony Sneider*  
(Signature of Debtor)

ANTHONY SNEIDAR

Type or Print Above Name on Above Line

*Patricia A. Sneider*  
(Signature of Debtor)

PATRICIA SNEIDAR

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

1288.50

271523

522 PAGE 479

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.**

PO BOX 997

ADDRESS: \_\_\_\_\_

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) GEORGE M ALVAREZ		DATE OF THIS FINANCING STATEMENT 1-18-88	
35 CHESTER CIRCLE GLEN BURNIE MARYLAND 21061		ACCOUNT NO. 363108021	TAB 21

Filed with: CLERK OF COURT AA COUNTY FILE 13769

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 PERSONAL CONSUMER PROPERTY

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

8039550 C777 R04 T074

02/03/88

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 \$ 1961.18

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

BY Joyce M Raley  
JOYCE M RALEY MANAGER TITLE

George M Alvarez  
GEORGE M ALVAREZ DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-  
14.50

271573

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.**

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

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JAMES COLLINS		1-13-88	
203 D ST.		ACCOUNT NO.	TAB
GLEN BURNIE, MD.	21061	263201015	15

Filed with: clerk of court aa county FILE 13764

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"

OM

RECORD FEE 11.00  
RECORD TAX 17.00  
POSTAGE 00  
#039560 CITY FROM 10.00  
WV/L

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 \$ 2446.93

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

BY Joyce M. Raley James Collins  
JOYCE M. RALEY MANAGER JAMES COLLINS DEBTOR  
DEBTOR

ORIGINAL - FILING OFFICER COPY  
19-1209 (REV. 11-80)

11  
1750.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271481

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. \$ 277.53

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

This financing statement Dated JUL 5 1983 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAYNE HEATH

Address 1501 FULLERTON RD EDGEWATER MD 21037

2. SECURED PARTY

Name WCO #13742

Address PO BOX 977 GLEN BIRNIE MD 21051

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

3. Maturity date of obligation (if any) 11-12-83

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00

RECORD TAX 24.50

POSTAGE .50

#037580 0777 R04 109142

08/03/83

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)

*Jayne Heath*  
(Signature of Debtor)

JAYNE HEATH JR  
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

11-24.50.50

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 Identifying File No. 271485

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. \$ <u>2100.00</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated JAN 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR # 13770

Name MILDRED PARKER

Address 1015 MARION CT. ANNAPOLIS MD 21403

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 BLEN BURGHE MD 21061

RECORD FEE 11.00  
 RECORD TAX 17.50  
 POSTAGE .50  
NOV 25 1988  
02/03/88

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

3. Maturity date of obligation (if any) 1-23-91

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

Name and address of Assignee

CONTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mildred N. Parker  
 (Signature of Debtor)

MILDRED PARKER  
 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 CSE  
 Type or Print Above Signature on Above Line

11 17 88



271500

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.**

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

ADDRESS: P.O. BOX 907  
CITY & STATE: GLEN BURNIE, MD. 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
LARRY & MARLENE HENSON		12-29-87	
131-1 FAYWOOD CT.		ACCOUNT NO.	TAB
GLEN BURNIE, MD.	21051	863506660	60

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY FILE 13724

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 12.00

RECORD TAX 17.50

POSTAGE

#039600 UTTT 104 107-4

02/03/88  
39

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 Jayne M. Raus  
TITLE

Larry E. Henson DEBTOR  
Marlene Henson DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1730  
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1507.81

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

This financing statement Dated DEC 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

# 13689

Name JEROME HUDSON

Address PO BOX 1162 FT BEADE MD 20755

2. SECURED PARTY

Name MICO FINANCIAL SERVICES

RECORD FEE 11.00

Address PO BOX 997 GLEN BURNIE MD 21051

RECORD TAX 14.00

POSTAGE .50

MD35610 D177 R04 T09144

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

02/03/88

3. Maturity date of obligation (if any) 05-23-90

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerome Hudson  
(Signature of Debtor)

JEROME HUDSON

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

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.**

7164 D EASTFUFRANCE BR RD  
PO BOX: PO 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) THOMAS ADAMS		DATE OF THIS FINANCING STATEMENT 1-13-88	
410 HILLCREST AVE BALTIMORE MARYLAND XXXX 21225		ACCOUNT NO. 213200561	TAB 61

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY

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 HOUSEHOLDS GOODS AND OTHERS CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00

RECORD TAX 24.50

POSTAGE .50

#039620 CTTT R04 T0744

02/03/88  
34

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

\$ 3007.68

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

*Thomas Adams*  
THOMAS ADAMS

DEBTOR

BY JOYCE RALEY

*Joyce Raley*  
MANAGER  
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

*15-24.50*

271532

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.)

FILE 13547

FINANCING STATEMENT

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

ADDRESS: P.O. BOX 337  
CITY & STATE: GLEN BURNIE, MD. 21051

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	
RICHARD H. NORFOLK		12-11-37	
1303 LITTLE RD.		ACCOUNT NO	TAB
GLEN BURNIE, MD.		21051	39

Filed with: CLERK OF COURT AA COUNTY

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 11.00  
RECORD TAX 24.00  
POSTAGE .30  
#039630 CTTY R04 T091

02/03/38  
3

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

\$ 3007.68

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

Richard H. Norfolk Jr.  
RICHARD H. NORFOLK

DEBTOR

BY Joyce M. Raley  
JOYCE RALEY TITLE MANAGER

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1/5  
2430

STATE OF MARYLAND  
FINANCING STATEMENT

FORM UCC-1

522 PAGE 487

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. \$ 1527.00

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

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

1. DEBTOR

#13660

Name LAURENCE GINEVAN AND BONNIE

Address 726 21ST ST. PAGOONA MD 21132

2. SECURED PARTY

Name WFO

RECORD FEE 12.00

Address P.O. BOX 777 HILL BIRCH MD 21131

RECORD FEE 14.00

POSTAGE .50

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

WFO 777 BOX 709 TOWSON

02/13/88

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Laurence Ginevan  
(Signature of Debtor)

LAURENCE GINEVAN  
Type or Print Above Name on Above Line

Bonnie Ginevan  
(Signature of Debtor)

BONNIE GINEVAN  
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

17,450

STATE OF MARYLAND

271403

FINANCING STATEMENT FORM UCC 522 PAGE 1 OF 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. \$ 2500.00

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

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

1. DEBTOR

Name FRANK AND VIRGINIA LEISNER

Address 7733 JUDITH AVE PASADENA MD 21122

2. SECURED PARTY

Name AVO FINANCIAL SERVICES

Address PO BOX 117 GLEN BIRIE MD 21051

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee	
RECORD FEE	12.00
RECORD TAX	21.00
POSTAGE	.50
#039650 CTTT R04 1001	

12/13/87

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)

Frank Leisner  
(Signature of Debtor)

FRANK LEISNER

Type or Print Above Name on Above Line

Virginia Leisner  
(Signature of Debtor)

VIRGINIA LEISNER

Type or Print Above Signature on Above Line

Monica O. Carter  
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

10 121 50

271533

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.**

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

ADDRESS: P.O. BOX 997  
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
SAMJ JO & HECTOR VELLEZ		12-01-87	
1343 WOODSIDE TERRACE APT 9201		ACCOUNT NO.	TAB
GLEN BURNIE, MD.	21061		

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 12.00  
RECORD TAX 14.00  
POSTAGE .30  
#039660 0777 R04 109140  
02/03/88  
TMR 8/0

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 \$ 1325.03

BY David M. Butler **DAVE BUTLER TITLE ACCT REP**

Sami Jo Vellez **SAMI JO VELLEZ** DEBTOR

Hector Vellez **HECTOR VELLEZ** DEBTOR

ORIGINAL - FILING OFFICER COPY  
19-1209 (REV. 11-80)

12-14-80

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

Identifying File No. 11100  
271402

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. \$ 1531.51

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

This financing statement Dated DEC 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH RATAJCZAK  
 Address 7020 CRESPIVEN DR GLEN BURNIE MD 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES #13642  
 Address PO BOX 311 GLEN BURNIE, MD 21051

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY	RECORD FEE	11.00
	RECORD TAX	14.00
	POSTAGE	.50
	#039670 0777 R04 109140	

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) 02/05/88  
JA
- (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)

Kenneth A Ratajczak  
 (Signature of Debtor)

KENNETH RATAJCZAK

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 1450

STATE OF MARYLAND  
 FINANCING STATEMENT  
 FORM UCC-1

271100

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. \$ 2211.00

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

This financing statement Dated 02 15 1997 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEPHEN GREER

Address 1211 E. FRANKLIN DR ANNAPOLIS MD 21403

2. SECURED PARTY

Name AVCO

Address P.O. BOX 407 BELT FURNACE RD 21051

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

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#038480 0777 R04 109147

3. Maturity date of obligation (if any) 12-23-97

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

Name and address of Assignee

02/15/97

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

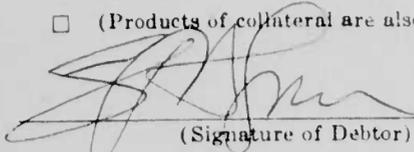
CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

  
 (Signature of Debtor)

STEPHEN GREER  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
 (Signature of Secured Party)

MONICA D CARTER CSR

Type or Print Above Signature on Above Line

11-17-97

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.**

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

ADDRESS: P.O. BOX 227  
CITY & STATE: GLEN BURNIE, MD. 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>AVONIA L. KENNEDY</u>		12-18-87	
<u>364 PEBBLE AVE.</u>		ACCOUNT NO.	TAB
<u>GLEN BURNIE, MD.</u>	<u>21051</u>	263604492	92 file 13688

Filed with: CLERK OF COURT AA COUNTY

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 11.00  
RECORD TAX 31.50  
POSTAGE .50  
#039690 DT77 R94 109-1

02/87  
5

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 \$ 4333.10

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
(SECURED PARTY) Avonia L. Kennedy DEBTOR  
BY Joyce M. Raley DEBTOR  
JOYCE M RALEY MANAGER

ORIGINAL - FILING OFFICER COPY  
19-1209 (REV. 11-80)

17  
31.50  
20

271535

**FINANCING STATEMENT**

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

5. Debtor(s) Name(s) Address(es)  
 Joseph A. Cooper  
 163 B Carvel Beach Road  
 Baltimore, Md 21226-1948

RECORD FEE 11.00

POSTAGE .50

6. Secured Party Address  
 SnS Builders Inc 401 Headquarters Drive Suite 202 Millersville, Md  
 Attention: Shirley Warfield

403950 0777 004 109439

21108 02/03/90

JA

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Joseph A. Cooper (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
Charles Snyder (Seal)  
 Charles Snyder-Vice President  
 Type name and title

Mr. Clerk: Please return to SnS Builders to the officer and at the address set forth in paragraph 6 above.

Schedule A

522 PAGE 494

Property described below is what debtor Joseph Cooper  
owes secured party SnS Builders Inc.

Following vehicle is a race car which was made up of  
parts from a junk yard and therefore has no vehicle  
identification number, but we will describe car as follows:

1965 GTO  
2 door  
hardtop  
454 engine

Value to be stated at \$2000.00

FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTOR:

Michael's Restaurant & Carryout, Inc.  
a/k/a Northern Lights, Ltd.  
705 North Hammonds Ferry Road  
Linthicum, Maryland 21090

RECORD FEE 12.00

2. NAME AND ADDRESS OF SECURED PARTY:

Mark J. Pappas  
306 Ridgley Road  
Timonium, Maryland 21093

RECORD TAX 301.00

POSTAGE .50

MD40000 0777 R04 110100

02/03/99

JA

3. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:

(a) Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Debtor's business, and all proceeds thereof in any form whatsoever;

(b) Inventory. 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-progress or finished goods, all materials usable or used or consumed in Debtor's business, and all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever; and

(c) Accounts Receivable. All of Debtor's present and future accounts receivable, leases, 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) Liquor License. Debtor's (7-day Beer, Wine, and Liquor License No. 276).

4. See attached certificate for computation of amount of debt subject to recordation tax.

MICHAEL'S RESTAURANT & CARRYOUT, INC.  
A/K/A NORTHERN LIGHTS, LTD.

By: [Signature] (SEAL)  
John Demos, President

By: [Signature] (SEAL)  
Mark J. Pappas

AFTER RECORDATION, PLEASE RETURN TO:

Steven A. Thomas, Esquire  
Moore, Libowitz & Thomas  
334 St. Paul Place  
Baltimore, Maryland 21202

MOORE, LIBOWITZ  
& THOMAS  
ATTORNEYS AT LAW  
334 ST. PAUL PLACE  
BALTIMORE, MARYLAND  
21202

10.00  
301.50

CERTIFICATE OF AMOUNT OF DEBT SUBJECT  
TO RECORDATION TAX

THE UNDERSIGNED hereby certifies that the books and records of Michael's Restaurant & Carryout, Inc. a/k/a/ Northern Lights, Ltd. show the following values for property which secures its debt of Eight Thousand Dollars (\$80,000.00) to Mark J. Pappas:

Value of Inventory and Accounts Receivable, Liquor License:  
\$32,200.00

Total value of property covered by  
Financing Statement: \$69,118.34 = 46.58%

THEREFORE, the amount of debt exempt from recordation tax is computed as follows:

$$46.58\% \times \$80,000.00 = \$37,264.00$$

and the total amount of debt subject to tax upon the filing of the Financing Statement submitted herewith is \$42,736.00.

MICHAEL'S RESTAURANT & CARRYOUT, INC.  
A/K/A NORTHERN LIGHTS, LTD.

By:

  
John Demos, President

522 PAGE 497

271507

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)

Hood, John L. T/A  
J. Hood Trucking  
689 Waugh Chapel Road  
Odenton, Md. 21113

2 Secured Party(ies) and Address(es)

Motorola C & E  
P.O. Box 8788  
BWI Airport, Md. 21240

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

RECORD FEE 12.00

POSTAGE .50

4080190 DT77 R09 T10421

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

All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor.

Not subject to recordation tax.

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

Associates Capital Services  
7240 Parkway Drive  
Suite 140  
Hanover, Md. 21076

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:

J. Hood Trucking

Motorola C & E

By:

John Hood

Signature(s) of Debtor(s)

Owner

By:

Pat Serra

Signature(s) of Secured Party(ies)

Lease/Contract Admin.

603469 Rev. 12-80

Filing Office Copy — Alphabetical

271538

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)

DAVE'S BOAT TRAILER SALES, INC  
432 Crane Highway  
Glen Burnie, Maryland 21061

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

WORLD OMNI LEASING, INC.  
120 N.W. 12th Avenue  
Deerfield Beach, Florida 33442

RECORD FEE 11.00

POSTAGE .50

#040200 0777 004 110122

02/03/89  
39

(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 Used Toyota Forklift, Model #: 02-2FG30, Serial #: 20617, 177" VMast, 48" Forks, Side Shifter Carriage, Gasoline Powered, 3-way valve.

(This financing statement is not to be construed as an admission that the lease to which the statement relates between the secured party and debtor constitutes a security agreement)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

DAVE'S BOAT TRAILER SALES, INC.

(By)

*Paul Davis*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

WORLD OMNI LEASING, INC.

(By)

*B.R. Hitchcock*  
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

<p>This Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.</p>	<p>1a. Filing Data: (For Filing Officer)</p>
	<p>1b. Maturity Date: 517-236</p>
<p>2. Debtor (s) and Mailing Address  Toy Wizard, Inc. 18761-Y North Frederick Road Gaithersburg, MD 20879</p>	<p>3. Secured Party (ies) and Address  The National Bank of Washington 4340 Connecticut Avenue, N.W. Washington, D.C. 20008  Attn: Documentation Control Unit VN-5</p>

This statement refers to original Financing Statement No. 517236  
Date Filed: September 3, 19 87

- A. Continuation ( ). The original Financing Statement is still effective.
- B. Assignment ( ). The Secured Party of record has assigned his interest in the collateral to:
- C. Termination (X). The Secured Party of record no longer claims a security interest under the Financing Statement.
- D. Partial Release ( ). The Secured Party of record releases the following collateral:
- E. Amendment ( ). The Financing Statement is amended as set forth below:

RECORD FEE 10.00  
POSTAGE .50  
#040210 0777 004 110423  
02/03/87  
JA

	<p>THE NATIONAL BANK OF WASHINGTON</p>
	<p>By: <i>Donald W. Bartz</i></p>
	<p>Donald W. Bartz</p>
<p>Signature (s) of Debtor (s)</p>	<p>Signature of Secured Party</p>

RETURN TO: THE NATIONAL BANK OF WASHINGTON  
4340 Connecticut Avenue, N.W.  
Washington, D.C. 20008  
Attention: Documentation Control Unit VN-5

522 FEE 500

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

271510

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s): Baltimore Spas, Inc. t/a Spa Lady  
 Name or Names—Print or Type  
Oakton Corporate Center II, 10461 White Granite Drive, Suite 201  
 Address—Street No., City - County State Zip Code  
Oakton, Virginia 22124

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

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 All inventory, fixtures and equipment in Store #406-421 Jumpers Mall, Anne Arundel County, Maryland also known as 8170 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered. RECORD FEE 12.00

7. Products of collateral  are  are not covered. POSTAGE .50

#040240 CTTT ROM 11012

DEBTOR(S): <u><i>Howard Jensen</i></u> (Signature of Debtor)	SECURED PARTY: ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD) BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER) (Company, if applicable)
_____ (Signature of Debtor)	<u><i>Robert E. Stankiewicz</i></u> (Signature of Secured Party)
_____ Type or Print	By: <u>Robert E. Stankiewicz, General Partner</u> Type or Print

To THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270  
 1777 Reisterstown Rd.  
 Baltimore, MD 21208

12.50

TO BE } **CROSS INDEXED** }  SUBJECT TO } RECORDING TAX  
 NOT TO BE } **IN** }  NOT SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF } \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s): TERRY L. MCFARLAND  
 Name or Names—Print or Type  
906 AUTUMN VALLEY LANE GAMBRISS AA MD 21054  
 Address—Street No., City - County State Zip Code

KATHLEEN M. MCFARLAND  
 Name or Names—Print or Type  
906 AUTUMN VALLEY LANE GAMBRISS AA MD 21054  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co  
 Name or Names—Print or Type  
6650 RITCHIE HWY GLEN BURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary) # 76809 125,000 BTU GAS FURNACE AND # 51974 31,100 BTU CENTRAL AIR CONDITIONING INSTALLED

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

906 AUTUMN VALLEY LANE  
GAMBRISS, MD 21054

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 MD40310 0777 R04 T10136

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): Terry L. McFarland  
(Signature of Debtor)

SECURED PARTY: SEARS ROEBUCK & Co  
(Company, if applicable)

TERRY L. MCFARLAND  
Type or Print  
Kathleen M. McFarland  
(Signature of Debtor)

J. D. Althouse-Credit Central Oper. Mgr.  
(Signature of Secured Party)  
Type or Print (Include title if Company)

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

**MAIL TO:** Name and Address 6901 Security Blvd.; Baltimore, Maryland 21207

15.50

AA Co  
15.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506

Page No. 167

Identification No. 265157

Dated December 16, 1986

1. Debtor(s) { William A. And Barbara A. Butler  
 Name or Names—Print or Type  
1203 Montgomery Drive, Glen Burnie, MD 21061(A.A.Co.)  
 Address—Street No., City - County State Zip Code

**MAIL TO:** { 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:

<p>A. Continuation .....<input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)   <p style="text-align: center;">Termination</p></p>

RECORD FEE 13.00

POSTAGE .50

#040330 0777 RM 110-31  
10/20/86  
JA

Dated: JAN 25 1988

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

18.50

10/20  
A.A.C.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F31-7 U.C.C. 1/67

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.D. 215179 recorded in  
Liber 381 Page 72 Folio \_\_\_\_\_ on December 22, 1977 (Date).

**1. DEBTOR(S):**  
 Name(s) John H. Wynne & Fannie E. Wynne  
 Address(es) Annapolis Boat Club Annapolis MD Anne Arundel County

**2. SECURED PARTY:**  
 Name First Pennsylvania Bank N.A.  
 Address Centre Square West Concourse Phila., Pa. 19101

---

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

---

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

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

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

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

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

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

8. \_\_\_\_\_

RECORD FEE 10.00

POSTAGE .50

#040370 DTTT 004 11013

02/03/78

AA

9. SIGNATURES.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

By   
Kathleen Nardy, Supervisor  
(Type, Name and Title)

DEBTOR(S)

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

16.5

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)	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office
Ft. Meade Credit Union PO Box 140 Ft. Meade, MD 20755 4301690	Chase Commercial Corp 560 Sylvan Ave Englewood Cliffs, NJ 07632	

5. This statement refers to original Financing Statement No. 2489910 filed (date) 9/9/83 with Anne Arundel City Clerk

- Continuation The original Financing Statement bearing the above file number is still effective.
  - 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)
- ATT Phone Eq
- This statement is to be indexed in the Real Estate Records

RECORD FEE 10.00  
POSTAGE

#040410 0777 R04 T10-11

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)

By John Ottone, AT Signature(s) of Secured Party(ies)

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

1 Debtor(s) Name and Mailing Address (Do not abbreviate) <b>Star Valley Construction Co., Inc.</b> 3951 Patuxent River Road Harwood, MD 20776	2 Secured Party(ies) Name and Address <b>American Associated Cos. Inc.</b> P. O. Box 4056 Atlanta, Georgia 30302	3 (For Filing Officer Only) File Number: <b>RECORD FEE 11.00</b> Time: Date: <b>#040420 0777 R04 T10142</b> Office of Clerk, Superior Court County, Georgia
4 Assignee of Secured Party(ies), if any, Name and Address		5 If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 6a: <input type="checkbox"/> The crops listed herein are growing or to be grown on the real estate described herein. <input type="checkbox"/> The goods listed herein are or are to become fixtures on the real estate described herein. <input type="checkbox"/> The minerals or the like listed herein (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on the real estate described herein. The record owner or lessee of the real estate is _____ <b>02/03/85</b>
6 This Financing Statement covers the following types (or items) of property (NOTE: If collateral is crops, fixtures, minerals or the like, complete Item 5, proceeds derived from cash proceeds must be specifically described below.) 1 Ea. Trinivar Welding Machine 2 Ea. Leister Traic Guns 2 Ea. Rollers 1 Ea. Smith Hoist Master 190-H 10 Ea. Trash Chutes 1 Ea. Trash Chute Hopper 1 Ea. Roof Cutter 1 Ea. Tear Off Bar 2 Ea. Wheelbarrows 1 Ea. Little Giant Trailer 1 Ea. Roof Scraper 3-1/2" 2 Ea. Roof Scraper 7" 1 Ea. Tear Off Bar 3-1/2" <input checked="" type="checkbox"/> Check if products of the collateral are also covered		6b Describe real estate applicable to Item 5, if any.

7 This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign)

- already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of debtor

STAR VALLEY CONSTRUCTION CO., INC.

AMERICAN ASSOCIATED COMPANIES, INC.

By *Charles R. Lake*  
 Signature(s) of Debtor(s)

By *EM James, Secre*  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY

11-80

271516

522 PAGE 506

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

4 For Filing Officer: Date Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)  
 RICHARD A. JOHNSON  
 474 1/2 H FLANDERS LANE  
 CHARWOOD, MD. 20776  
 GRACE M. JOHNSON

2 Secured Party(ies) Name(s) and Address(es)  
 MT. VERNON REALTY, INC.  
 5484 SOUTHERN MARYLAND BLVD.  
 LOTHIAN, MD. 20711

5 This Financing Statement covers the following types (or items) of property  
 1972 21138  
 70 X 12 MARLETTE 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.  
 This statement is to be indexed in the Real Estate Records

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 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

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

RICHARD A. JOHNSON  
 By GRACE M. JOHNSON  
 Signature(s) of Debtor(s)

Richard A. Johnson  
 Grace M. Johnson  
 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  
 (3/83)

FINANCING RECORDS OF 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 filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 264359

Date of Filing October 6, 1987 Record References Book 504 Page 183

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

Name(s) of Debtor(s) or Assignor(s) (last name first) No. Street City State

Alfa Printing, Inc. 3515 Fort Meade Road Laurel MD 20707 T/A Minuteman Press

RECORD FEE 10.00

Name of Secured Party or Assignee No. Street City State

Annapolis Federal Savings and Loan Association 140 Main Street Annapolis MD 21404 Consumer/Commercial Lending Department

POSTAGE #040490 CITY REC FID

AH

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) Alfa Printing, Inc. T/A Minuteman Press

Annapolis Federal Savings Bank Corporate, Trade, or Firm Name

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

Signature of Secured Party or Assignee

Anna M. Naimaster, President Type or Print Name Under Signature

Paul R. O'Connell, Vice President Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

10-50

RM39

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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) Cedar Hill Cemetery 956 29 Ritchie Highway Baltimore, MD 21225	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company P. O. Box 637 1133 Old Hickory Drive Mechanicsville, VA 23111
--	---

RECORD FEE 10.00  
 POSTAGE .50  
 #040510 0777 R04 T10

3. This statement refers to original Financing Statement No. 06193 Dated: 5-6-86

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

BOOK 497  
PAGE 543

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Dated: January 26, 1988 By: B. J. Matthews  
 (NAME OF SECURED PARTY)  
 Ford Motor Credit

10.50

271401

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Chesapeake Paving Company, Inc.

Address 404B Fairlea Drive, Edgewater, Maryland 21037

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)

RECORD FEE 13.00

POSTAGE .50

#040690 0777 R04 T1100

02/03/98

"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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Paving Company, 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, ADMIN. V.P.

1330

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiullan Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date: January 18, 1988
Account # 1-999B-C-02-04682-9

Gentlemen: Martha A. Wilson T/A Chesapeake Paving Company (hereinafter referred to as "Transferor") has heretofore acquired from Credit Alliance Corporation (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"): See Attached Schedule "A" dated September 15, 1987.

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 September 15, 1987, said Contract being in the stated sum of \$ 91,860.00 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 \$ 87,267.00, which shall be payable in 56 consecutive monthly instalments of \$ 1,531.00 each plus one final instalment of \$ 1,531.00 the first instalment being due January 15, 1988.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Chesapeake Paving Company, Inc. residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 404B Fairlea Drive, Edgewater, Maryland 21037 (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 404B Fairlea Drive, Edgewater, Maryland 21037 and will be kept at 404B Fairlea Drive, Edgewater, Maryland 21037.

Attest: [Signature]

Martha A. Wilson T/A Chesapeake Paving Company
Signature of Transferor
By: Martha A. Wilson, President (Title)

Attest: [Signature]

Chesapeake Paving Company, Inc.
Signature of Transferee
By: Martha A. Wilson, President (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto.

Attest: (Dealer)
By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION
By: [Signature] Vice President

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 15 1987 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Ford Dump Trucks with 10' Steel Dump Bodies and Valk's Snow Plows	1987 F800	1FDXT84AXHVA49398 1FDXT84AHVA55963
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: [Signature]

Purchaser, Mortgagor or Lessee:

Martha A. Wilson T/A Chesapeake Paving Co.

By: Martha A. Wilson - owner

271550

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don't 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 Wentz, Robert T/A Bowen & Wentz Excavating

Address 1714 Bayhead Road Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment Division of Secorp National, Inc. RECORD FEE 18.00

Address 1400 Joh Avenue Baltimore, MD 21227 POSTAGE .50

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061 #040700 0777 R04 T11101

Person And Address To Whom Statement Is To Be Returned If Different From Above. 02/03/08

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)

Robert Wentz T/A Bowen & Wentz Excavating  
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, ADMIN. V.P.

1850

CONDITIONAL SALE CONTRACT NOTE

522 PAGE 511

TO: State Equipment Division of Secorp National, Inc. FROM: Robert Wentz T/A Bowen & Wentz Excavating

1400 Joh Avenue Baltimore, MD 21227

1417 Bayhead Road Annapolis, MD 21401

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 Dresser Model 125E Track Type Loader, S/N 9871

- (1) TIME SALES PRICE \$ 83,688.80
(2) Less DOWN PAYMENT IN CASH \$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 16,804.00
(4) CONTRACT PRICE (Time Balance) \$ 56,884.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1417 Bayhead Road Annapolis, MD 21401

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 six thousand eight hundred eighty four and 80/100

Dollars (\$ 56,884.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 25th day of February, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,185.10 and the final installment being in the amount of \$ 1,185.10

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, 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: January 25, 19 88

BUYER(S)-MAKERS(S):

Accepted State Equipment Division of Secorp National, Inc. (SEAL)

Robert Wentz T/A Bowen & Wentz Excavating (SEAL)

By: [Signature]

By: [Signature] Co-Buyer-Maker:

Robert Wentz (SEAL)

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

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

This instrument prepared by

3

**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 appraisal, 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 taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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

**GUARANTORS-ENDORSERS SIGN HERE:**

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

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment of any 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 any 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 expressly waives the benefits of any present or future provisions of law 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 or Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ (Signature of Seller)  
 \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

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522 513

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 January 25, 1988

between State Equipment Division of Secorp National, Inc. as Seller/Lessor/Mortgagee

and Robert Wentz T/A Bowen & Wentz Excavating 1417 Bayhead Road Annapolis, MD 21401  
(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 use 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 \$ 50,884.80  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of January 19 88

State Equipment Division of Secorp National, Inc.  
(Seller/Lessor/Mortgagee)

By Stuart L. Coulter

(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.)

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT  
RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

Roll No. \_\_\_\_\_ in Liber 517, folio 415 Page No. \_\_\_\_\_

Identification No. \_\_\_\_\_ Dated September 4, 1987

1. Debtor(s) { Cross Creek, Inc., Inc.  
Name or Names—Print or Type  
2708 Mountain Road, Pasadena, MD 21122  
Address—Street No. City - County State Zip Code

2. Secured Party { York Federal Savings & Loan Association  
Name or Names—Print or Type  
101 S. George Street, York, Pa. 17405-7088  
Address—Street No. City - County State Zip Code

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

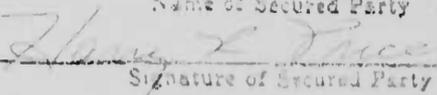
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

The above referenced Financing Statement is hereby amended by including on Exhibit 1 thereto those matters set forth on Exhibit A, attached hereto and made a part hereof.

Cross Creek Inc., Inc.

Dated: January 27, 1988 By: 

Dated: January 27, 1988 York Federal Savings & Loan Association  
Name of Secured Party  
By:   
Signature of Secured Party  
VICE PRESIDENT  
Type or Print (Include Title if Company)

10-50



ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

271532

DATE: December 23, 1987

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Dayton Trubee and Company

ADDRESS: 58 Leeland Road  
Edgewater, Maryland 21037

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.

RECORD FEE 11.00  
POSTAGE .34  
#041300 CITY 004 11.54  
02/03/88

DEBTOR(S):

Dayton Trubee and Company  
(Company Name)

BY:

Dayton O. Trubee, Jr.

BY:

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

(Authorized Signature)

Paul R. O'Connell  
Vice President

(Type Name and Title)

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

11.80

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 476 FOLIO 165 ON Aug. 8, 84 (DATE)

1. DEBTOR

Name JOHN L. SARKISSIAN

Address 9 CHESTON AVE. ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

RECORD FEE 10.00

Name NORWEST FINANCIAL MARYLAND INC

POSTAGE .50

Address 24 B DEFENSE STREET

#041510 CITY 004 115411

ANNAPOLIS, MARYLAND 21401

02/03/85

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated 12/15/1987

Steven T. Snyder  
(Signature of Secured Party)

Steven T. Snyder  
Type or Print Above Name on Above Line

STATE OF MARYLAND

07/18 A

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated JUNE 7, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

522 PAGE 518

1. DEBTOR

Name JOHN L. SARKISSIAN

Address 8 CHESTON AVE., ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

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 Television, 1 Washer, 1 Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set, 1 VCR

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 Sarkissian  
(Signature of Debtor)

JOHN L. SARKISSIAN  
Type or Print Above Name on Above Line

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

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

Douglas M Smith  
(Signature of Secured Party)

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

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 481 FOLIO 328 ON 1/11/85 (DATE)

1. DEBTOR

Name Bruce M. Golder and Rochelle A. Golder  
Address 118 Maple Drive, Annapolis, Md. 21403

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.  
Address 24B Defense St. Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00  
POSTAGE .50  
#041520 CTTT R04 115134  
02/03/85  
AH

Dated 12/15/1987

Steven T. Snyder  
(Signature of Secured Party)

Steven T. Snyder  
Type or Print Above Name on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM 522 REC 520 Identifying File No. 2971R

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

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

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

This financing statement Dated NOVEMBER 29, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRUCE M GOLDER AND ROCHELLE A GOLDER  
Address 118 MAPLE DRIVE, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC  
Address 2020 D WEST ST  
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 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,  
1 Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set,  
1 Dining Room Set

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)

Bruce M. Golder  
(Signature of Debtor)

BRUCE M GOLDER

Type or Print Above Name on Above Line

Rochelle A Golder  
(Signature of Debtor)

ROCHELLE A GOLDER

Type or Print Above Signature on Above Line

Douglas M Smith  
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

522 PAGE 521

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 477 FOLIO 250 ON August 28, 1984 (DATE)

1. DEBTOR

Name KENNETH E. MOHR

Address 1327 HUNTOVER DRIVE, ODENTON, MD. 21113

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 24B DEFENSE STREET, ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00

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

.50

3. Maturity date of obligation (if any) \_\_\_\_\_

#041530 0717 004 115434

02/03/85

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: termination</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated December 14, 1987

Irlanda E. Jones  
(Signature of Secured Party)

Irlanda E. Jones  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

522 PAGE 522  
Identifying File No.

03/84 A

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

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

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

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH E MOHR

Address 1327 HUNTOVER DR, BENTON, D, 21113

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST  
ANNAPOLIS, MD, 21113

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

3. Maturity date of obligation (if any) MAY 3, 1987

4. This financing statement covers the following types (or items) of property: (list)  
1 Color Television, 1 Black and White Television, 1 Stereo, 1 Washer,  
1 Dryer, 1 Dishwasher, 1 Refrigerator, 1 Freezer, 1 Vacuum Cleaner,  
1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

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)

Kenneth E Mohr  
(Signature of Debtor)

KENNETH E MOHR  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Focht  
(Signature of Secured Party)  
GLENN F FOCHT

Type or Print Above Signature on Above Line

522 523

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 477 FOLIO 268 ON Aug 28, 1984 (DATE)

1. DEBTOR

Name George M. Vineyard And Bargara Vineyard  
Address 2204 229th St. Pasadena, Md. 21122

2. SECURED PARTY

Name Norwest Financial Maryland, Inc.  
Address 24 B Defense St. Annapolis, Md. 21401

RECORD FEE 10.00

POSTAGE .50

MD415&O CITY PO# 115434

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

(2/03/88)

AM

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

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

Dated January 28, 1988

Irlanda E. Jones  
(Signature of Secured Party)

Irlanda E. Jones  
Type or Print Above Name on Above Line

24/05 R

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 JULY 24, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE M VINEYARD AND BARBARA VINEYARD  
Address 2204 229TH ST, PASADENA, MD, 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC  
Address 2020 D WEST ST  
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)

2 Color Televisions, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,  
1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set,  
1 Bedroom Set, 1 Dining Room Set

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)

*George M. Vineyard*  
(Signature of Debtor)

GEORGE M VINEYARD

Type or Print Above Name on Above Line

*Barbara J. Vineyard*  
(Signature of Debtor)

BARBARA J VINEYARD

Type or Print Above Signature on Above Line

*Glenn F. Foelt*  
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

522 FILE 525

271551

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 90,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Anne Arundel Gastroenterology  
Associates, P.A.  
(Name)  
171 Defense Highway  
(Address)  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Nicholas 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)

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)

[Signature] (Signature) (Seal)  
James M. Blake, Jr., M.D., Pres.  
(Print or Type Name)  
[Signature]  
William A. Cassidy, M.D. V.P. & Treas.

[Redacted] (Seal)  
[Signature] (Signature) (Seal)  
Anthony J. Calabreses, M.D., V.P. & Sec.  
(Print or Type Name)  
[Signature]  
Michael N. Peters, M.D. V.P.

13  
630  
50

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)  
Alco Gravure, Inc. a Delaware corporation, 701 Baltimore & Annapolis Blvd, NW, Glen Burnie Md, 21061, 127 Roesler Rd, NE, Glen Burnie, Md.

2. Secured Party(ies) and address(es)  
E. F. Leitess & W. Taylor Brown, Trustees c/o Weinberg & Green 100 S. Charles St, 16th Fl. Baltimore, Md. 21201

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#041360 CTTT R04 T15:20  
02/03/88

4. This statement refers to original Financing Statement bearing File No. #237739, Liber 437  
Filed with Anne Arundel Co., Md. Date Filed 5/4/81 Page 227

- 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:

E. F. Leitess & W. Taylor Brown, Trustees

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

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

(1) Filing Officer Copy - Alphabetical

10.50 STANDARD FORM - FORM UCC-3

S-2850AA

1/25/88  
9.56.1.2

PC 3034

522 PAGE 527

STATEMENT OF ASSIGNMENT OF  
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, in liber 502, page 403, on Sept. 9, 1986.

1. NAME AND ADDRESS OF DEBTOR:

Crow-Park Station Limited Partnership,  
also trading as P&D Joint Venture  
c/o Trammell Crow Company  
1001 30th Street, N.W.  
Suite 500  
Washington, D.C. 20007

RECORD FEE 10.00

POSTAGE .50

#042290 0237 R03 115+26

02/03/88

44

2. NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland  
7 St. Paul Street  
Baltimore, Maryland 21202

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

Aetna Life Insurance Company  
CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty Investors, Inc.

4. The Secured Party of record has assigned, without recourse, to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

RETURN TO:

~~Beverly J. Cihan, Esquire  
Semmes, Bowen & Semmes  
250 West Pratt Street  
Baltimore, Maryland 21201~~

SECURED PARTY:

SIGNET BANK/MARYLAND, formerly  
known as Union Trust Company  
of Maryland

**ATLANTIC TITLE COMPANY**  
**36 South Charles Street**  
**2301 Charles Center**  
**Baltimore, MD 21201**

By: George F. Oliver (SEAL)

George F. Oliver  
(Print Name)

Vice President  
(Title)

January 28, 1988

10:50



PC 3036

WPC4360  
9-56  
1/25/88

To Be Recorded In Financing  
Statement Records  
of Anne Arundel County

Not Subject To  
Recordation Tax

The appropriate amount of documentary stamps are affixed to certain Deeds of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

RECORD FEE 32.00  
POSTAGE .50  
#042300 0037 R03 115:27  
02/03/88

FINANCING STATEMENT

This Financing Statement dated January 28, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor: Address:  
 Crow-Park Station Limited Partnership, a Maryland limited partnership also trading as P and D Joint Venture Trammell Crow Company  
1001 30th Street, N.W.  
Suite 500  
Washington, D.C. 20007
  
2. Secured Party:  
 Aetna Life Insurance Company, a Connecticut corporation CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty  
Investors, Inc.
  
3. This Financing Statement Covers:  
 (a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security

32<sup>00</sup>

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 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 leased or hereafter acquired, including, but not limited to: all building materials, 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 here-

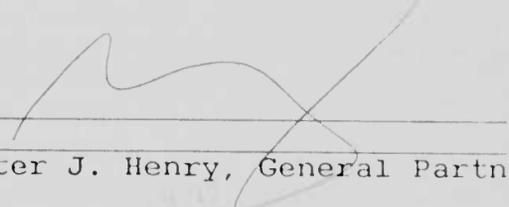
inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other 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.

4. Proceeds of collateral are covered hereunder.
5. The aforesaid items are included as security under a Consolidated Deed of Trust pursuant to an Agreement of Confirmation, Consolidation, Modification and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owed by Debtor to the Aetna Life Insurance Company.
6. The real estate consists of a certain 21.5905 ± acre parcel of land and the improvements thereon located in Anne Arundel

County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Crow-Park Station Limited Partnership, a Maryland limited partnership also trading as P and D Joint Venture

By: Crow-Severna Retail Limited Partnership, a Texas limited partnership, General Partner

By:   
Peter J. Henry, General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

**ATLANTIC TITLE COMPANY**  
36 South Charles Street  
2301 Charles Center  
Baltimore, MD 21201

EXHIBIT A

Beginning for the same at a point on the westerly right-of-way line of Maryland Route 2 at the dividing line between said The Farmers National Bank and the lands of Charles H. Steffey, Inc. recorded among the said land records in Liber 2527 Folio 521; thence with said right-of-way line of Maryland Route 2

1. S 35° 23' 20" E, 328.26 feet; thence leaving said right-of-way line and binding on two lines common to the lands of the Annapolis Banking and Trust Company recorded among the said land records in Liber 1720 Folio 72
2. S 50° 13' 40" W, 200.00 feet; thence
3. S 35° 23' 20" E, 165.00 feet to a point on the northerly right-of-way line of McKinsey Road; thence binding on same
4. S 48° 26' 40" W, 410.26 feet; thence leaving said right-of-way line and binding on seven lines common to the lands of the Weiss Brothers, a limited partnership, recorded among the said land records in Liber 1972 Folio 462
5. N 17° 23' 17" W, 266.14 feet; thence
6. N 18° 03' 17" W, 103.11 feet; thence
7. S 63° 46' 41" W, 234.58 feet; thence
8. N 18° 10' 14" W, 180.91 feet; thence
9. S 65° 53' 58" W, 354.79 feet; thence

2661 Riva Road • Suite 620 • Riva 400 Office Park • Annapolis, MD 21401  
Baltimore 841-6309 • Washington, DC 261-8771 • Annapolis 266-3033

10. S 24° 06' 02" E, 6.30 feet; thence
11. S 65° 08' 58" W, 183.04 feet to a point on the easterly right-of-way line of Baltimore-Annapolis Boulevard; thence leaving said lines of Weiss Brothers and binding on said right-of-way line
12. N 41° 24' 02" W, 7.40 feet; thence
13. N 27° 58' 20" W, 49.98 feet to a point being a common corner of The Vermont Federal Savings and Loan Association, recorded among the said land records in Liber 3720 Folio 197; thence binding on 3 lines common to the said lands of The Vermont Federal Savings and Loan Association
14. N 65° 08' 58" E, 336.93 feet; thence
15. N 35° 14' 06" W, 141.19 feet; thence
16. S 68° 44' 10" W, 45.00 feet to a point being a common corner of A.W. Giddings, et ux recorded among the said land records in Liber 1720 Folio 525; thence binding on same
17. N 18° 14' 40" W, 89.97 feet to a point being a common corner of Estelle S. Hewes recorded among the said land records in Liber 1513 Folio 295; thence binding on same
18. N 68° 45' 02" E, 12.95 feet; thence
19. N 00° 59' 11" E, 53.18 feet, thence
20. N 88° 58' 30" W, 51.83 feet to a point being a common corner of A.W. Giddings, ET UX recorded among the said land records in Liber 1535 Folio 10; thence binding on same and also binding on a common line of 3 parcels of land recorded among the said land records in Liber 1815 Folio 11, as V.C. Frame, ET UX, Liber 3199 Folio 359, as Charles D. Howard, et ux, and Liber 1535 Folio 10, as A.W. Giddings, et ux
21. N 01° 08' 28" E, 283.28 feet to a point being a common corner of John H.J. Giddings, et al recorded among the said land records in Liber 3285 Folio 104; thence with the same
22. N 69° 14' 18" E, 75.14 feet; thence
23. N 18° 10' 41" W, 204.63 feet to a point being a common corner of Lot 3, Minor Subdivision GIDDINGS REALTY COMPANY, recorded among the said land records in Plat Book 71 Folio 15; thence binding on the easterly line of same

24. N 14° 54' 17" W, 319.03 feet to a point on the common line with the Kalus Construction Company recorded among the said land records in Liber 1514 Folio 177; thence binding on same
25. N 49° 48' 46" E, 231.57 feet to a point being a common corner of Giddings Realty Company, recorded among the said land records in Liber 1900 Folio 369; thence with same
26. S 40° 11' 13" E, 150.03 feet; thence continuing with same and also on the common line of Arnold E. Zaks, ET UX recorded among the said land records in Liber 3531 Folio 16
27. N 49° 48' 46" E, 222.87 feet to a point on the aforesaid right-of-way line of Maryland Route 2; thence with same
28. S 35° 23' 20" E, 751.20 feet to a point being a common corner of Charles L. Wolf, Jr. recorded among the said land records in Liber 1931 Folio 96; thence binding on same
29. S 55° 23' 10" W, 500.00 feet; thence
30. S 35° 23' 20" E, 250.00 feet to a point being a common corner of the aforesaid Farmers National Bank; thence with same
31. N 55° 23' 10" E, 500.00 feet to the point of beginning.

Containing 21.5905 Acres of land, more or less

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 423 was granted and conveyed by The L.E.G. Joint Venture to Crow-Park Station Limited Partnership, a Maryland Limited Partnership.

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 414 was granted and conveyed by The Farmers National Bank of Maryland to Crow-Park Station Limited Partnership.

Together with the rights, privileges and benefits contained in that certain Deed dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 83; and

Together with the rights, privileges and benefits contained in that certain Deed dated March 26, 1984 and recorded among the land records of Anne Arundel County in Liber 3720, Folio 197; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 28, 1961 and recorded among the land records of Anne Arundel County in Liber 1535, Folio 6; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 17, 1963 and recorded among the land records of Anne Arundel County in Liber 1720, Folio 72; and

Together with the rights, privileges and benefits contained in that certain Agreement dated January 22, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in — — — — — Liber 4019, folio 405, consented to and confirmed in Letter Agreement dated June 15, 1987 & recorded — — — — — by James F. Bosse & Lois F. Bosse, his wife, & Agreement dated 3/17/86 & recorded — — — — — by & among Charles L. Wolf, Jr. and Charles H. Holly, etal.

522 PAGE 535

271605

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 60,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Maryland Temporary Girl, Inc.  
 \_\_\_\_\_  
 (Name)  
170 Jennifer Road, Suite 310  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Peggy A. Hall  
 \_\_\_\_\_  
 (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 and to include attached schedule A

(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 FEE 11.00

RECORD TAX 420.00

POSTAGE .50

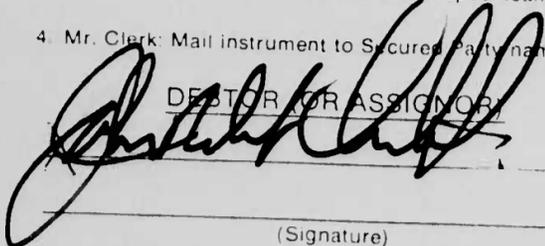
Record Owner, if different from the Debtor: \_\_\_\_\_

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.

#042570 0237 R03 109:59

02/04/88

DEBTOR (OR ASSIGNOR)  
  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
John Robert Chandonnet  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

1100  
420.50

## Schedule "A"

4 Equa Side Chair Herman Miller Inc. \*CC136MTMG

## KIMBALL FURNITURE

- 1 #66-6672RWA0 30X66 Secretarial Desk with Right Typing  
return, Accent Oak
- 4 #66-6672LWA0 30X66 Secretarial desk with left typing  
return, Accent Oak
- 8 #66-2033LEWA0 20X33 Lateral file, Accent Oak
- 2 #70-3672 DWDC Desk
- 2 #70-3222CDD Center Drawer
- 2 #70-1972SWDC Credenza
- 3 #70-1936LEWD Lateral File
- 3 #70-3148BCOD Bookcase
- 2 #CT1-47WDO 42" diameter table
- 2 #CB2-16WDO Cylinder Base

## DAVIS FURNITURE

- 1 #715208 Beta Highback Executive chair
- 4 #712008 Beta Lowback Cantilever Chair
- 1 #715208 Beta Highback Executive Chair
- 4 #712008 Beta Lowback Cantilever Chair

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 522 PAGE 537 Identifying File No. 271553

*Handwritten:* 11/30

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 Band, Lavis & Associates, Inc.  
 Address 900 Ritchie Highway, Suite 203, Severna Park, Maryland 21146

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)  
 The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

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

RECORD FEE 11.00  
 POSTAGE .50  
 #042880 0237 R03 710:02  
 02/04/88

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

Band, Lavis & Associates, Inc.  
 Type or Print Above Name on Above Line

X *[Signature]*  
 (Signature of Debtor)

EDWARD C. U. BAND  
 Type or Print Above Signature on Above Line

First Maryland Leasecorp

*[Signature]*  
 (Signature of Secured Party)

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

*Handwritten:* 11/30



EXHIBIT A

522 PAGE 538

System Unit

386 computer with Intel system board s/n ELT386I168712113  
1.2 MB floppy drive, 4MB additional RAM, 80387 math co-processor, Serial/  
Parallel port 40MB hard disk

Peripherals

Monochrome monitor s/n 085863 and adapter, Iomega 10/ 10 Dual Cartridge Drive  
for hard disk and tape back-up system s/n 07548, Hitachi 15" x 15" Digitizer  
with 12-button cursor s/n Q11233B039, Orchid Turbo PGA card and 19" monitor  
s/n L302402, Plotstation s/n 81007222, cables, (6) 10MB cartridges, Surge Protector  
s/n 001671, Calcomp 1043 s/n 735C013

Software

AutoCAD Release 9 s/n 10-131229, AutoShade s/n 10-129335, CADapult Menu  
System, CADapult Generic Database, CADapult Object Database, DOS 3.3  
80X0735 and 80X0929, QEMM-386 Memory Management Software s/n 444815

2

STATE OF MARYLAND

FINANCING STATEMENT 539

Identifying File No. 271196

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 01/29/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE L. WILLIAMS
Address 4434 COBALT DR. HARWOOD MARYLAND 20776

2. SECURED PARTY

Name BLADWIN 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# B6200 SN# 62831
1 - NEW KUBOTA MOWER RC60-72 21093
1 - NEW LANDPRIDE BLADE RB0560 2134

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

RECORD FEE 11.00
POSTAGE .50

#042590 0237 003 710:03
02/04/88

KUBOTA CONTRACT #13400 - 813223

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

George L. Williams
(Signature of Debtor)

GEORGE L. WILLIAMS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CORP. SECY
BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

11/88

522 PAGE 540 071550

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

**FINANCING STATEMENT**

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
.....  Subject to Recordation Tax on prin- (For Fixtures Only).  
..... cipal amount of \$ 25,000.00

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)

<u>Name of Debtor</u>	<u>Address</u>
Grounds Irrigation Technology, Inc.	1654 Crofton Blvd. #14 Crofton, MD 21114

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 NEC Powermate 386 Computer, 19" Multiscan Monitor, Calcomp 2300, Atek 36" s48", Calcomp 1043 E-Size, Epson LQ2500 Printer, Software including all attachments, accessories, replacement parts and additions now owned or hereafter acquired.  
One Compugraph 286 monitor.

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).

RECORD FEE	11.00
RECORD TAX	175.00
POSTAGE	.50
#042600 0237 R03 110:05	
02/04/88	

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

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Grounds Irrigation Technology, Inc.	THE CITIZENS NATIONAL BANK

By: George I. Thornberry, Jr. *pres.*  
George I. Thornberry, Jr., President

By: Marilyn F. Horton  
Marilyn F. Horton,  
Assistant Vice President

By: .....

Type or print all names and titles under signatures.

1100  
175.00  
50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 245423 recorded in Liber 457 Folio 87 on 12/15/82 at Circuit Court for Anne Arundel County

1 DEBTOR(S) J. P. Fuller, Inc. RECORD FEE 10.00  
 ADDRESS(ES): 1812 S. Crain Highway POSTAGE .50  
Glen Burnie, Maryland 21061 #042630 0237 P03 110:07

2 SECURED PARTY: MARYLAND NATIONAL BANK: ATTENTION \_\_\_\_\_ 02/04/88  
 ADDRESS: MAILSTOP: \_\_\_\_\_ : Post Office Box 987, Baltimore, Maryland 21203 AH

Person and Address to whom Statement is to be returned (if different from above): \_\_\_\_\_

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

- 3  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 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(S): J. P. Fuller, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Jane C. Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2017-12-15 REV. 4-98

10<sup>00</sup>  
1050

To the Clerk:

Do not record this page. The information on this side is for the Secured Party's internal use only.

*Instructions:*

**1. Statements of Amendment to Add Collateral**

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front of number 6 will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

**2. Standard Descriptions of Property**

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

*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.

*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.

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

*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.

*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.

*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.

*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.

**3. Insurance on Collateral**

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property"

**4. Where Collateral May Be A Fixture**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 238096 recorded in Liber 438 Folio 125 on 5/26/81 at Circuit Court for Anne Arundel County

1 DEBTOR(S) J. P. Fuller, Inc.

ADDRESS(ES) 1812 Crain Highway  
Glen Burnie, Maryland 21061

2 SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: \_\_\_\_\_

ADDRESS: MAILSTOP: \_\_\_\_\_; Post Office Box 987, Baltimore, Maryland 21203

RECORD FEE 10.00  
POSTAGE .50  
#042640 0257 P03 110\*08  
02/04/88

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

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

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 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(S): J. P. Fuller, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
BY: Jane C Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-135 REV. 4-86

1000

**To the Clerk:**

Do not record this page. The information on this side is for the Secured Party's internal use only.

**Instructions:****1. Statements of Amendment to Add Collateral:**

When filing a statement of amendment to add collateral, use the standardized descriptions below, provided by the following language. The original Financing Statement is amended to cover the following additional property of Debtor as collateral. Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in add-item collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front of number 8 will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed in fresh, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

**2. Standard Descriptions of Property:**

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

**"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."

**"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."

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

**"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."

**"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."

**"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."

**"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."

**3. Insurance on Collateral:**

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

**4. Where Collateral May Be A Fixture:**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 234268 recorded in Liber 429 Folio 146 on 9/9/80 at Circuit Court of Anne Arundel County

1. DEBTOR(S) J. P. Fuller, Inc.

ADDRESS(ES) 1812 S. Crain Highway  
Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: \_\_\_\_\_

ADDRESS: MAILSTOP: \_\_\_\_\_; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): \_\_\_\_\_

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

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

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

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

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a.  Not subject to Recordation Tax.

b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

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  
#042650 0237 #03 110:08  
02/04/88  
AH

DEBTOR(S): J. P. Fuller, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY: Maryland National Bank

BY Jane C. Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4-86

1000

522 REC 544

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 220278 recorded in Liber 391 Folio 562 on 9/7/78 at Circuit Court for Anne Arundel County

1. DEBTOR(S): <u>J. P. Fuller, Inc.</u>	RECORD FEE	10.00
ADDRESS(ES): <u>1812 S. Crain Highway</u>	POSTAGE	.50
<u>Glen Burnie, Maryland 21061</u>	#042660 0237	RO3 110:08
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: _____		02/04/88
ADDRESS: MAILSTOP: _____ Post Office Box 987, Baltimore, Maryland 21203		AH

Person and Address to whom Statement is to be returned (if different from above):

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

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 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(S): J. P. Fuller, Inc.

SECURED PARTY: Maryland National Bank

BY: Jane C Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

007-100 REV. 4-86

10<sup>00</sup>

522 PAGE 543

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 234268 recorded in Liber 429, Folio 146 on 9/9/80 at Circuit Court of Anne Arundel County

1. DEBTOR(S) <u>J. P. Fuller, Inc.</u>	RECORD FEE	10.00
ADDRESS(ES) <u>1812 S. Crain Highway</u>	POSTAGE	.50
<u>Glen Burnie, Maryland 21061</u>	#042650-0237	R03 110+08
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION _____		02/04/88
ADDRESS: MAILSTOP: _____, Post Office Box 987, Baltimore, Maryland 21203		AH

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

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

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

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

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

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a.  Not subject to Recordation Tax.

b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

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(S): J. P. Fuller, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY: Maryland National Bank  
BY Jane C Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2007-1-26 REV 4.85

1000/50

To the Clerk:

Do not record this page. The information on this side is for the Secured Party's internal use only.

*Instructions:*

**1. Statements of Amendment to Add Collateral**

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item E to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the form at number 8 will not allow you to type the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

**2. Standard Descriptions of Property**

*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.

*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.

*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.

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

*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.

*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.

*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.

*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.

**3. Insurance on Collateral**

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

**4. Where Collateral May Be A Fixture**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate)."

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 220278 recorded in Liber 391 Folio 562 on 9/7/78 at Circuit Court for Anne Arundel County

1. DEBTOR(S): <u>J. P. Fuller, Inc.</u>	RECORD FEE	10.00
ADDRESS(ES): <u>1812 S. Crain Highway</u>	POSTAGE	.50
<u>Glen Burnie, Maryland 21061</u>	#042660 0237	RO3 110:08
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: _____		02/04/88
ADDRESS MAILSTOP _____; Post Office Box 987, Baltimore, Maryland 21203		AH
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. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.		
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.		
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.		
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. <input type="checkbox"/> Not subject to Recordation Tax. b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____		
7. <input type="checkbox"/> 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(S): J. P. Fuller, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Jane C Phillips (SEAL)

Jane C. Phillips, Assistant Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2007-12-13 REV 4 86

16:00



To the Clerk:

Do not record this page. The information on this side is for the Secured Party's informal use only.

instructions.

1. *Statements of Amendment to Add Collateral.*

When filing a statement of amendment to add collateral, use the standardized descriptions below preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 8, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front of number 8, will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed on any page a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

2. *Standard Descriptions of Property.*

*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."

*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."

*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."

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

*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."

*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."

*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."

*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."

3. *Insurance on Collateral.*

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

4. *Where Collateral May Be A Fixture.*

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

271501

522 PAGE 545

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

1 Debtor (Last Name First) and address Danny's Pool Service, Inc. d/b/a Danny's Pool & Patio Center 2165 Defense Highway Crofton, MD 21114	2 Secured Party and address SAMSONITE FURNITURE CO. P.O. BOX 189 SAMSONITE BOULEVARD MURFREESBORO, TN 37130	3 Maturity date (if any) For Filing Office (Date, Time, Number, and Filing Office) RECORD FEE 14.00 POSTAGE .50 #042680 0037 R03 710:11 02/04/89
--	---	---

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

Inventory of the Debtor purchased from Secured Party, together with any and all additions, accessions and substitutions therefor or thereto (hereinafter called Collateral). The security interest granted herein is made to secure the purchase money security agreement executed by the Debtor, which is attached, and is incorporated herein by reference. Proceeds of the collateral are also covered.

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

Total Principal Indebtedness under any Contingency is \$ 50,000.00

Check  if covered  Proceeds of Collateral are also covered  Proceeds of Collateral are also covered No. of additional sheets presented

Filed with

Danny's Pool Service, Inc., Crofton, MD

Samsonite Furniture Co., Murfreesboro, TN

By *[Signature]*  
Signatures of Debtors

By *[Signature]*  
Signatures of Secured Parties

(1) FILING OFFICER COPY - ALPHABETICAL

Authorized Signature

ALBANY, NY 12201  
P.O. Box 110  
INC.

5622179

## PURCHASE MONEY SECURITY AGREEMENT

PURCHASE MONEY SECURITY AGREEMENT (hereinafter referred to as SECURITY AGREEMENT) made November 25, 1987, between Danny's Pool Service, Inc. (hereinafter referred to as DEBTOR) and SAMSONITE FURNITURE COMPANY, Samsonite Boulevard, Murfreesboro, Tennessee, as the SECURED PARTY.

1. Security Interest: DEBTOR, for a good and valuable consideration, hereby grants to SECURED PARTY a secured interest in all of the inventory of the DEBTOR purchased from SECURED PARTY, together with any and all additions, accessions and substitutions therefor or thereto (hereinafter called collateral). The security interest granted herein is made to secure the credit agreement executed by DEBTOR, which is incorporated herein by reference.

2. DEBTOR Warrants and Covenants:

1) DEBTOR will warrant and defend collateral against the claims and demands of all persons.

2) Collateral shall be insured by DEBTOR until the SECURED PARTY'S security interest is terminated against such risks and in such amounts and in such companies as shall be satisfactory to SECURED PARTY.

3) The DEBTOR shall not dispose of the collateral or any interest therein except by sales of collateral in the normal course of its retail business. The DEBTOR shall keep the collateral free from any unpaid charges, including taxes, liens, encumbrances and security interests other than that of the SECURED PARTY.

4) The DEBTOR shall execute any financing statement or other document and pay all connected costs necessary to protect the security interest under this SECURITY AGREEMENT against the interest of third parties.

5) The information in any financial credit or accounting statement furnished in connection with the credit agreement or this SECURITY AGREEMENT is or will be true.

6) No financing statement covering the collateral or its proceeds is on file in any public office and, except for the security interest herein created, there is no adverse lien, security interest or encumbrance in or on the collateral.

7) The DEBTOR'S address and place of business is set forth at the conclusion of this SECURITY AGREEMENT.

3. Default: Any misrepresentation or misstatement in connection with this SECURITY AGREEMENT on the part of the DEBTOR or any noncompliance or nonperformance of the DEBTOR'S obligations hereunder shall constitute a default. In addition, the DEBTOR shall be in default if a proceeding under any of the provisions of the Bankruptcy Act shall be instituted by or against the DEBTOR or if a receiver is appointed for DEBTOR'S property or if the DEBTOR makes any assignment for the benefit of creditors.

4. SECURED PARTY'S Remedies: The SECURED PARTY shall have all the rights and remedies provided for by the Uniform Commercial Code in effect in the State of Tennessee on the day of the execution of this agreement.

1400  
145

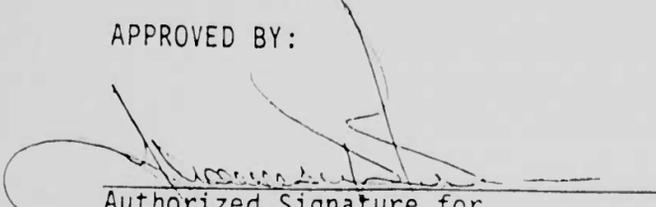
5. SECURED PARTY'S Rights: The SECURED PARTY may at any reasonable time enter upon the DEBTOR'S premises to inspect the collateral and the DEBTOR's books and records pertaining to the collateral or its proceeds.

6. Benefit: No promises, agreements, representations or warranties shall be binding upon the SECURED PARTY unless made a part of this SECURITY AGREEMENT in writing. This SECURITY AGREEMENT shall inure to the benefit of and bind the successors and assigns.

IN WITNESS WHEREOF, the DEBTOR has executed this PURCHASE MONEY SECURITY AGREEMENT the day and year first above written.

APPROVED BY:

Danny's Pool Service, Inc. d/b/a Danny's Pool  
Patio Center, Crofton, Maryland  
COMPANY NAME

  
Authorized Signature for  
SAMSONITE FURNITURE COMPANY

  
Authorized Signature

November 25, 1987  
Date

Daniel E. Orban, President  
Printed Name

November 25, 1987  
Date

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 Jan. 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

2933-02

1. DEBTOR

Name Propulsion Dynamics, Inc.  
 Address 2200 Somerville Road Annapolis, MD 21401

2. SECURED PARTY

Name Digital Equipment Corporation  
 Address 8301 Professional Place  
Landover, MD 20785

RECORD FEE 11.00  
 POSTAGE .50  
 HQ42700 0237 R03 T10414  
 02/04/88

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)

Computer systems including peripherals, terminals, mass storage devices, cabineting, software and associated cabling, if any, is more fully described in an Equipment Schedule dated January 25, 1988, to a lease agreement dated April 16, 1987, between Debtor and Secured Party.

Name and address of Assignee  
 Wells Fargo Leasing Corporation  
 101 California St suite 2800  
 San Francisco, CA 94111

**\*\*This filing is made for informational purposes only and is intended to reflect a true lease between debtor as lessee and secured party as lessor.**

**\*\*\*Not Subject To Recordation Tax\*\*\***

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PROPULSION DYNAMICS, INC.

XXXXXXXXXXXXXXXXXXXX

*Gerard J. Klein*

XXXXXXXXXXXXXXXXXXXX

Gerard J. Klein

XXXXXXXXXXXXXXXXXXXX

Treasurer

XXXXXXXXXXXXXXXXXXXX

Lisa C. Curry, Lease Specialist

*Lisa C. Curry*

XXXXXXXXXXXXXXXXXXXX

Digital Equipment Corporation

XXXXXXXXXXXXXXXXXXXX

113

Ann Arundel County, STATE OF MARYLAND  
MD

522 PAGE 549

Port. 90 Sch 01  
CH. 2992, 2996, 2997

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 044060

RECORDED IN LIBER C345 FOLIO R01 ON 9-1-87 (DATE)

1. ~~DEBTOR~~ LESSEE:

Name Daughters of Charity Health System East, Inc.  
Address 1302 Concourse Drive, Suite 300, Linthicum Heights, MD 21090

2. ~~SECURED PARTY~~ LESSOR:

Name Computer Sales International, Inc.  
Address 10845 Olive Blvd.  
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)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Lessor's interest in Equipment Schedule No. One to Master Lease 110444 assigned to: United States Portfolio Leasing, Inc. 615 Battery St. San Francisco, California 94111</p>	

RECORD FEE 10.00  
POSTAGE .50  
#042710 CB37 R03 T10+17  
02/04/88

Dated August 18, 1987

*Ch Collins*  
(Signature of Secured Party) Lessor  
COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

10.00





EXHIBIT A TO  
FINANCING STATEMENT

**COMPUTER SALES INTERNATIONAL, INC.**

10845 Olive Boulevard  
St. Louis, Missouri 63141  
(314) 997-7010

MAILING ADDRESS:  
Post Office Box 16264  
St. Louis, MO 63105

522 551

**CERTIFICATE OF ACCEPTANCE**

This Certificate is executed pursuant to Equipment Schedule Number ONE, dated as of May 19, 1987, to Master Lease Agreement Number 110444, dated May 19, 1987, between COMPUTER SALES INTERNATIONAL, INC. (the "Lessor") and DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC. (the "Lessee").

Lessee hereby certifies that the Units set forth below, as also described in the above Equipment Schedule, have been delivered and accepted by Lessee as Units of Equipment under the Master Lease Agreement on the Lease Commencement Date indicated below.

Equipment Location 1302 Concorse Drive, Suite 300, Linthicum Heights, Maryland 21090

Qty.	Type/Model	Feature (Qty. per Unit)	Description	Serial Number	New Used	Monthly Rental Per Unit
	SEE ATTACHED EXHIBIT "A" FOR LISTING OF EQUIPMENT					

LEASE COMMENCEMENT DATE: SEE ATTACHED

MONTHLY LEASE AMOUNT \$ 5,388.00

LEASE EXPIRATION DATE: 7-31-90

A photocopy of this Certificate may be filed as a precautionary Uniform Commercial Code financing statement to evidence Lessor's interest in the Equipment.

LESSOR:  
**COMPUTER SALES INTERNATIONAL, INC.**

LESSEE:  
**DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.**

BY: [Signature]

BY: [Signature] ✓

TITLE: Senior Vice President

TITLE: President/CEO

DATE: July 29, 1987

DATE: June 11, 1987

522 PAGE 552

EXHIBIT A  
DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.  
EQUIPMENT SCHEDULE ONE, MASTER LEASE 110444

Page 1 of 2

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>INSTALL DATE</u>	<u>NEW USED</u>	<u>MONTHLY RENTAL PER UNIT</u>
1	IBM 5382-FY1		System Unit	41555	7/1/87	New	\$4,074.00
		9063	Classic Blue				
		9903	Power 208V 60HZ 3 Phase				
		9540	Character Set U.S.				
		9845	Up-Ending Kit				
		9995	Control Program Facility System				
		1501	Communications Attach				
		2001	Comm. CTRL SDLC/BSC, 1st				
		9513	9335 DASD, 1CU, String Pos. 1				
		5411	Workstation Controller Ext.				
		7970	3430 Mag Tape Attach				
		7972	Data Compression/ Decompressn				
		6300	Process Unit Expansion 1				
		3200	Line Base				
		9001	Line Pos 1: Line Base				
		3701	EIA Interface				
		9101	Line Pos 1: EIA				
		9251	Line Pos 1: 9600 BPS				
		9002	Line Pos 2: Line Base				
		9102	Line Pos 2: EIA				
		9252	Line Pos 2: 9600 BPS				
		9003	Line Pos 3: Line Base				
		9103	Line Pos 3: EIA				
		9253	Line Pos 3: 9600 BPS				
		9004	Line Pos 4: Line Base				
		9104	Line Pos 4: EIA				
		9254	Line Pos 4: 9600 BPS				
1	IBM 9335-A01		Disk Control Unit	65496	6/23/87	New	119.45
1	IBM 9309-002		Rack Enclosure	13853	7/1/87	New	56.00
2	IBM 9335-B1		Disk Drive	14838,13134	6/23/87	New	297.13
1	IBM 4224-102		Dot Matrix Printer	A0677	6/23/87	New	87.42

Initialed by Lessor:   CD  

Lessee: \_\_\_\_\_

522 PAGE 553

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>INSTALL DATE</u>	<u>NEW USED</u>	<u>MONTHLY RENTAL PER UNIT</u>
1	IBM 4234-002		Dot Band Line Printer	18028	6/23/87	New	118.57
17	IBM 3196-A01		Local Terminal	N1132,N1104 N1108,N1113 N1121,N1130 N1085,N1097 N1102,Q3925 Q3926,Q3934 Q3899,Q3908 Q3917,N1086 N0513	6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 7/6/87	New	19.90

Initialed by Lessor: CD

Lessee: \_\_\_\_\_

LGL91KEF51987-1

Ann Arundel County, MD

STATE OF MARYLAND

*Sched  
90-01  
Pmt*

522 PAGE 554

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 044060

RECORDED IN LIBER C345 FOLIO R01 ON 9-1-87 (DATE)

*517 190*

1. ~~LESSEE~~ LESSEE:

Name Daughters of Charity Health System East, Inc.

Address 1302 Concourse Drive, Suite 300, Linthicum Heights, MD 21090

2. ~~SECURED PARTY~~ LESSOR:

Name Computer Sales International, Inc.

Address 10845 Olive Blvd.

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)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> Amending <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Amending to add serial numbers to Equipment Schedule No. One to Master Lease 110444. See Exhibit A attached.</p>	

RECORD FEE 17.00

POSTAGE .50

#042730 0237 R03 T10:19

02/04/88

AH

Dated August 18, 1987

*B. Collins*

(Signature of Secured Party)

COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

*173*



EXHIBIT A TO  
FINANCING STATEMENT

**COMPUTER SALES INTERNATIONAL, INC.**

10845 Olive Boulevard  
St. Louis, Missouri 63141  
(314) 997-7010

MAILING ADDRESS:  
Post Office Box 16264  
St. Louis, MO 63105

522 555

**CERTIFICATE OF ACCEPTANCE**

This Certificate is executed pursuant to Equipment Schedule Number ONE, dated as of May 19, 1987, to Master Lease Agreement Number 110444, dated May 19, 1987, between COMPUTER SALES INTERNATIONAL, INC. (the "Lessor") and DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC. (the "Lessee").

Lessee hereby certifies that the Units set forth below, as also described in the above Equipment Schedule, have been delivered and accepted by Lessee as Units of Equipment under the Master Lease Agreement on the Lease Commencement Date indicated below.

Equipment Location 1302 Concorse Drive, Suite 300, Linthicum Heights, Maryland 21090

Qty.	Type/Model	Feature (Qty. per Unit)	Description	Serial Number	New Used	Monthly Rental Per Unit
	SEE ATTACHED EXHIBIT "A" FOR LISTING OF EQUIPMENT					

LEASE COMMENCEMENT DATE: SEE ATTACHED

MONTHLY LEASE AMOUNT \$ 5,388.00

LEASE EXPIRATION DATE: 7-31-90

A photocopy of this Certificate may be filed as a precautionary Uniform Commercial Code financing statement to evidence Lessor's interest in the Equipment.

LESSOR:  
**COMPUTER SALES INTERNATIONAL, INC.**

LESSEE:  
**DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.**

BY: [Signature]

BY: [Signature] ✓

TITLE: Senior Vice President

TITLE: President/CEO

DATE: July 29, 1987

DATE: June 11, 1987

522 PAGE 556

EXHIBIT A  
 DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.  
 EQUIPMENT SCHEDULE ONE, MASTER LEASE 110444

Page 1 of 2

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>INSTALL DATE</u>	<u>NEW USED</u>	<u>MONTHLY RENTAL PER UNIT</u>
1	IBM 5382-FY1	9063	System Unit	41555	7/1/87	New	\$4,074.00
		9903	Classic Blue				
			Power 208V 60HZ				
			3 Phase				
		9540	Character Set U.S.				
		9845	Up-Ending Kit				
		9995	Control Program				
			Facility System				
		1501	Communications Attach				
		2001	Comm. CTRL SDLC/BSC, 1st				
		9513	9335 DASD, 1CU,				
			String Pos. 1				
		5411	Workstation Controller				
			Ext.				
		7970	3430 Mag Tape Attach				
		7972	Data Compression/				
			Decompressn				
		6300	Process Unit Expansion 1				
		3200	Line Base				
		9001	Line Pos 1: Line Base				
		3701	EIA Interface				
		9101	Line Pos 1: EIA				
		9251	Line Pos 1: 9600 BPS				
		9002	Line Pos 2: Line Base				
		9102	Line Pos 2: EIA				
		9252	Line Pos 2: 9600 BPS				
		9003	Line Pos 3: Line Base				
		9103	Line Pos 3: EIA				
		9253	Line Pos 3: 9600 BPS				
		9004	Line Pos 4: Line Base				
		9104	Line Pos 4: EIA				
		9254	Line Pos 4: 9600 BPS				
1	IBM 9335-A01		Disk Control Unit	65496	6/23/87	New	119.45
1	IBM 9309-002		Rack Enclosure	13853	7/1/87	New	56.00
2	IBM 9335-B1		Disk Drive	14838,13134	6/23/87	New	297.13
1	IBM 4224-102		Dot Matrix Printer	A0677	6/23/87	New	87.42

Initialed by Lessor: CD

Lessee: \_\_\_\_\_

522 00557

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>INSTALL DATE</u>	<u>NEW USED</u>	<u>MONTHLY RENTAL PER UNIT</u>
1	IBM 4234-002		Dot Band Line Printer	18028	6/23/87	New	118.57
17	IBM 3196-A01		Local Terminal	N1132,N1104 N1108,N1113 N1121,N1130 N1085,N1097 N1102,Q3925 Q3926,Q3934 Q3899,Q3908 Q3917,N1086 N0513	6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 6/23/87 7/6/87	New	19.90

Initialed by Lessor: CD

Lessee: \_\_\_\_\_

LGL91KEF51987-1

STATE OF MARYLAND

522 PAGE 558

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228811

RECORDED IN LIBER 417 FOLIO 196 ON 10-17-79 (DATE)

1. DEBTOR

Name Seasons Four, Inc.  
Address 3202 Garrison Farms Road, Baltimore, MD 21208

2. SECURED PARTY

Name CBS INC. RECORD FEE 10.00  
Address 51 West 52nd Street POSTAGE .50  
New York, NY 10019 #041750 0777 R04 108159

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

02/04/88

AH

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: CBS RECORDS INC., 51 West 52nd Street, New York, NY 10019. COLLATERAL DESCRIPTION: ALL CHATTELS AND INVENTORY GENERALLY SOLD BY SECURED PARTY, OR WHICH BEAR TRADEMARKS OR LABELS WHICH ARE GENERALLY SOLD BY SECURED PARTY WHETHER OR NOT SUCH CHATTELS AND INVENTORY WERE PURCHASED BY DEBTOR FROM THE SECURED PARTY AND PROCEEDS THEREOF.</p>	

Dated 1/21/88

CBS INC.  
[Signature]  
(Signature of Secured Party)  
Robert M. Baker, Jr., CR MGR  
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

522 PAGE 559

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 12034  
RECORDED IN LIBER 513 FOLIO 200 ON 5-14-87 (DATE) 267593

1. DEBTOR

Name Sound Odyssey, Inc.  
Address Severna Park Mall, Severna Park, MD 21146

2. SECURED PARTY

Name CBS INC.  
Address 51 West 52nd Street  
New York, NY 10019

RECORD FEE 10.00

POSTAGE .50

MD41760 DT77 R04 T08:00

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

02/04/88

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: CBS RECORDS INC., 51 West 52nd Street, New York, NY 10019. COLLATERAL DESCRIPTION: ALL CHATTELS AND INVENTORY GENERALLY SOLD BY SECURED PARTY, OR WHICH BEAR TRADEMARKS OR LABELS WHICH ARE GENERALLY SOLD BY SECURED PARTY WHETHER OR NOT SUCH CHATTELS AND INVENTORY WERE PURCHASED BY DEBTOR FROM THE SECURED PARTY AND PROCEEDS THEREOF.</p>	

Dated 1/21/88

CBS INC  
(Signature of Secured Party)  
Robert M. Baker, Jr., CR MGR  
Type or Print Above Name on Above Line

1050

# Butler Leasing Company

522 PAGE 560

## FINANCING STATEMENT (FORM UCC-1)

271566

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

### LESSEE (DEBTOR):

ERA VILLAGE REALTY, INC.

1416 Annapolis Road  
Odenton, Md. 21113

RECORD FEE 11.00

POSTAGE .50

MDA2290 CT77 R04 111 125

02/04/88

### LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

### ASSIGNEE OF LESSOR:

**SIGNET LEASING AND FINANCIAL CORPORATION**  
P.O. BOX 22497  
BALTIMORE, MD 21203

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

SEE ATTACHED EQUIPMENT SCHEDULE

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: 7425 Baltimore Annapolis Blvd. Glen Burnie Md. 21061

LESSEE (DEBTOR):  
ERA VILLAGE REALTY, INC.

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY

BY: \_\_\_\_\_

*Henry Shinaberry*  
PRESIDENT  
PRINT NAME & TITLE

BY: \_\_\_\_\_

*Deborah Scherr*  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

*1/60*  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609

## EQUIPMENT SCHEDULE

522 PAGE 561

<u>QUANTITY</u>	<u>DESCRIPTION</u>
16	48x24 Panels
5	48x48 Panels
1	48x60 Panels
1	90 Degree Connector
2	3 Way Connectors
3	4 Way Connectors
7	Wall Mounts
14	24x48" Desk w/Legal Files
1	Secretarial Desk, 30x60" w/36" Return
18	Secretarial Chairs
2	42" Diameter Conference Tables w/Drum Base
8	Conference Chairs
1	Quaker Managers Chair w/Low Back Chrome Base
2	Mill Side Chairs w/Chrome Base
1	Corner Cube
1	Reception Desk w/Return
4	Quaker Reception Chairs
1	Room Divider
1	Counter w/Cabinets
2	5-Drawer Lateral Files

STATE OF MARYLAND

FINANCING STATEMENT FORM 522 PAGE 562 Identifying File No. 271503

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 HARRIS PRAGER  
 Address 420 S. CRAIN HIGHWAY, COLEBURNIE, MD. 21061

2. SECURED PARTY

Name HEALTHCO  
 Address 4308 BELAIR HILL LANE  
BALTIMORE, MD. 21209

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)

H/C LUMIX 65 X-RAY

Name and address of Assignee

RECORD FEE 11.00  
 POSTAGE .50  
 8042380 DT77 P04 T11131  
 02/04/88

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)

*Harris Prager*  
 (Signature of Debtor)

HARRIS PRAGER  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Charles H. Bedford*  
 (Signature of Secured Party)

CHARLES H. BEDFORD  
 Type or Print Above Signature on Above Line

271507

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 10,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Plaza Liquors, Inc.  
 \_\_\_\_\_  
 (Name)  
4121 Mountain Road  
 \_\_\_\_\_  
 (Address)  
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn. Catherine T. Lewis  
 \_\_\_\_\_  
 (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

RECORD FEE 11.00

RECORD TAX 70.00

(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 cul 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)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Ernest J. Litty Jr.  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11  
70  
50

522 584

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

271563

FINANCING STATEMENT

DATE: January 25, 1988

( ) Not Subject to Recordation Tax

(XXX) Subject to Recordation Tax of \$ 280.00  
Taxable Amount of Debt \$ 40,000.00

NAME OF DEBTOR (S): South Side Salon, Inc.

ADDRESS: 224 Mayo Road, Unit 4-F  
Edgewater, MD 21037

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.

RECORD FEE 11.00

RECORD TAX 280.00

POSTAGE .50

#042420 CTTT R04 111423

02/04/88

DEBTOR(S):  
South Side Salon, Inc.  
(Company Name)

BY: *Sandra Cordone*  
Sandra Cordone, President

BY: *Shela J. Thompson*  
Shela Thompson, Vice President

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Paul R. O'Connell*  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

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

*11/25/88*

Anne Arundel County, MD

**STATEMENT OF**

Continuation  Termination  Assignment  Partial Release

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

<input type="checkbox"/> Land	Liber	507	Folio	502	File No.	265905
<input checked="" type="checkbox"/> Financing Statement						
Filing Date of Financing Statement (If Any) <u>2-6-87</u>						

NAME	ADDRESS			
1. Debtor(s)	No.	Street	City	State
Tuxedo International, Inc.		Ritchie Hwy & Robinson Road,	Severna Park, MD	21146

2. Secured Party (or assignee)  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 10.00

POSTAGE .50

#042430 CTTT RM4 111100

- D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

(12/04/88)  
JA

Dated: 1-20-88 19  

Secured Party:  
First American Bank of Maryland

By: Patrick H. Miles  
Type Name Patrick H. Miles  
Title Vice President

Mr. Clerk: After recordation, please mail this statement to:  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

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 Total Contract Services, Inc.

Address 8219 Cloverleaf Dr., Millersville, MD 21109

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

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

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

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

See attached Schedule "A"

RECORD FEE 11.00

POSTAGE .50

8042460 OTTT R04 T11+39

02/04/00

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]  
(Signature of Debtor)

JOHN W. BRADSON  
Type or Print Above Signature on Above Line

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

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

[Signature]  
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

SCHEDULE "A"

522 PAGE 507

- One (1) Compaq DeskPro 386-20 130 Personal Computer  
Serial number:  
Including 32 Bit Processor and 387 Co-processor chip
- (1) Compaq EGA & EGM 13" Monitor
- (1) Summa Graphics 12 x 12 Digitisor with Stylis and Cursor  
Software to include DOS 3.3 and AutoCAD REL 9

STATE OF MARYLAND

522 PAGE 588

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270433

RECORDED IN LIBER 519 FOLIO 407 ON 10 30 87 (DATE)

1. DEBTOR

Name George's Welding Service

Address 6027 Olson Road, Baltimore, MD 21225

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 10.00

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

3. Maturity date of obligation (if any)

MD42470 CT77 R04 T111

02/04/88

AH

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>Termination</b></p>
<p>One (1) Dresser Model 515B Rubber Tired Loader SN 3381 (Rental)</p>	

State Eq., Div. Secorp National, Inc.

Dated Feb 2/1/88

1050

Joan M. Pressimone  
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.  
Type or Print Above Name on Above Line

271509

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 360,000 in connection with the filing of the Deed of Trust described below in the Land Records of Prince George's County, Maryland.

5. Debtor(s) Name(s): Address(es):  
 EDWARD LEROY FULLER 309 Likes Road  
 ANNA FULLER Mayo, Maryland 21106

RECORD FEE 12.00  
 POSTAGE .50  
 #042510 CTTT R04 11146  
 02/04/88

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated \_\_\_\_\_, 19 88 from Debtor(s) to Joseph A. Hilseberg and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Prince George's 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): Secured Party:  
MARYLAND NATIONAL BANK  
Edward Leroy Fuller (SEAL) By: Evan K. Langert, M.L.O. (SEAL)  
 Edward Leroy Fuller Evan Langert, Mortgage Loan Officer  
Anna Fuller (SEAL) Type name and title  
 Anna Fuller

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

(250)

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Prince George's (13th Election District), State of Maryland, and more particularly described as follows:

522 PAGE 570

Lot numbered Eleven (11) in Block lettered "B", in the subdivision known as "HAMPTON PARK", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book WW-83 at Plat No. 9. Being in the 13th Election District.

522 PAGE 571

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) Crozier, Marshall Brozier, Bonnie 5030 Sunny Hill Drive Sunderland, Maryland 20685		2. Secured Party(ies) and address(es) Swain, John (Estate of) 9353 Lee Highway Fairfax, Virginia 22031	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 BOOKING CTTT R04 111134 02/04/88
4. This statement refers to original Financing Statement bearing File No. <u>254074</u> (Book 478, page 271) Filed with <u>Circuit Court of Anne Arundel County, Md.</u> Date Filed <u>October 2</u> 19 <u>84</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10. A 30' long, 1974 Figerglass, Trojan Cabin type boat			

No. of additional Sheets presented: 0

Estate of John Swain

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

By: David J. Bremer Co - Grantor  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

(FOR USE IN MOST STATES)

522 FILE 572

271571

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1-13-88 L#41138 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) J.E. Meintzer and Sons, Inc. 8195 Ritchie Highway Pasadena, MD 21122	2. Secured Party(ies) and address(es) All American Financial Services, Inc. 15 Dunwoody Park, Ste 117 Atlanta, GA 30338	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50
--	---	--

4. This financing statement covers the following types (or items) of property:  
This is a true lease. The filing of this UCC-1 statement is used for informational purposes only.

15 Verifone Zon II Terminals, software and 3 years of S.P.S. extended warranty

S/N - N.J Em - 000041, 000081, 00011, 00012, 00201, 00026, 02022, 02023, 02024, 02025, 02026, 02027, 02034, 02036, 00321

5. Assignee(s) of Secured Party and Address(es)  
DENRICH LEASING, INC.  
8325 N.W. 53rd Street  
Miami, Florida 33166

This transaction is not subject to recordation tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) 777 804 111-00  
 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: 02/04/88

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 0

Filed with CLERK OF CIRCUIT COURT- ANNAPOLIS MARYLAND

J.E. Meintzer and Sons, Inc.

All American Financial Services, Inc.

By: [Signature]  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



## UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

1) Page 2 of 2

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

<p>2) Debtor(s) (Last name, first and address)</p> <p>Lemoine Sleeper Company, Inc. d/b/a The Sleep Factory 46 Annapolis Mall Annapolis, MD 21403</p>	<p>3) Secured Party(ies), names and address(es)</p> <p>Commonwealth National Bank 10 South Market Square Harrisburg, Pennsylvania 17108</p>	<p>4) For Filing Officer:</p>
---	---	-------------------------------

- 5) This Additional Sheet covers the following Additional Types (or Items) of Property:
- Accounts Receivable and Contract Rights: All present and future accounts, contract rights, instruments, chattel paper and general intangibles, the guarantees and securities therefor, and in any case where the aforementioned have arisen from the sale of goods, the interest of the debtor in such goods and the products and proceeds thereof, including all rejected, refused and returned merchandise.
- Inventory: All present and hereafter acquired inventory, materials goods, merchandise, raw materials, goods in process, finished goods and products, and other personal property held for sale or lease or furnished or to be furnished under contracts of service and materials used or useable in manufacturing, processing and packaging the same, and the products and proceeds thereof, including all rejected, refused and returned merchandise.
- Machinery and Equipment: All present and hereafter acquired chattels of any description, machinery vehicles, equipment, office machinery, and all other chattels used by the debtor in the conduct of his business, which would constitute equipment as defined by the Uniform Commercial Code, wherever located, and any and all additions and accessions thereto and substitutions therefor, and the products and proceeds thereof.

271573

522 PAGE 575

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 4144-94224B	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)

RECORD FEE 17.00

MDACC500 CTTT RD4 T11245

02/04/08

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  
See Attached for equipment location

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

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

Baltimore Aircoil Company Inc. Hewlett-Packard Company  
By: [Signature] Attorney in Fact By: [Signature] Signature(s) of Secured Party(ies)

# 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

Schedule B

Lease Agreement # 4144-94724  
Ref: Master Lease Agreement # 4144-84476  
522 PAGE 5 10

LESSOR TAX I.D. # 94-1081436

LESSEE: Baltimore Aircoil Company Inc.  
(Full Legal Name of Lessee)  
7595 Montevideo Road  
(Street Address)  
Jessup Anne Arundel MD 20794  
(City) (County) (State) (Zip)  
John F. Sutkaytis  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street Rt. 447 1-1/2 Miles West  
City Milford County \_\_\_\_\_ State DEL Zip 19963  
Attn: Dave Denny (302) 422-3061

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement.

Master Lease Agreement # 4144-84476  HP Product Warranty, Form # per G4571 Rev \_\_\_\_\_  
 Purchase Discount Agreement # per G4571  HP Software Terms, Form # per G4571 Rev \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement

Early Buyout Schedule dated 11/1/87  \_\_\_\_\_  
 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 \$ 77.16 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 \$ 3893.25.

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)

ten percent (10%) of the:

$$\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}} \times \text{Amount to Finance} ; \text{ OR}$$

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 this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \times \frac{\text{Original Monthly Payment}}{\text{Payment}}$$

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	\$3893.25
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	3893.25
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	3893.25

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. Sutkatis  
Authorized Signature

NAME/TITLE: JOHN F. SUTKATIS DIRECTOR M/S

DATE: 1/18/88



"B"

EQUIPMENT SCHEDULE :

LEASE #:

4144 94224

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
5	C10016	TERMINAL	895.00	13.00%	778.65	3893.25
5	OPT ABA	U S VERSION	0.00	0.00%	0.00	0.00

NET PRICE-HARDWARE	3893.25
NET PRICE-SOFTWARE	0.00
-----	
TOTAL NET PRICE EQUIPMENT	3893.25
OTHER COSTS	0.00
LESS DOWN PAYMENT	0.00
=====	
AMOUNT TO FINANCE	3893.25

\* Indicates software item

SHIP TO: BALTIMORE AIRCOIL COMPANY INC  
 RD 447 1-1/2 MILES WEST  
 MILFORD, DEL 19963  
 DAVE DENNY (302) 422-3061

522 PAGE 579

271571

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) Baltimore Aircoil Company, Inc. 7595 Montevideo Road Jessup, Md 20794 Anne Arundel County 4144-94224A	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 17.00 MD42490 0777 R04 TL1444 WO 02/04/00
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  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:  
 Baltimore Aircoil Company Inc.  
 By Hewlett Packard Co, Its Attorney in Fact      Hewlett-Packard Company  
 By: [Signature]      Signature(s) of Debtor(s)      By: [Signature]      Signature(s) of Secured Party(ies)

# 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

Schedule A

Lease Agreement #

4144-94724

Ref: Master Lease Agreement #

4144-84476

522 PAGE 580

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 same

City

County

State

Zip

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

- Master Lease Agreement # 4144-84476  HP Product Warranty Form # per G4571 Rev \_\_\_\_\_
- Purchase Discount Agreement # per G4571  HP Software Terms, Form # per G4571 Rev \_\_\_\_\_
- \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement

- Early Buyout Schedule dated 11/1/87  \_\_\_\_\_
- 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 \$ 185.57 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 \$ 8913.15.

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)

ten percent (10%) of the:

$$\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}} \times \text{Amount to Finance} ; \text{ OR}$$

- 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 this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \times \text{Original Monthly Payment}$$

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	\$8,913.15
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	8,913.15
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	\$8,913.15

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: \_\_\_\_\_

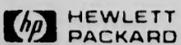
Baltimore Aircoil Company Inc.

LESSEE: \_\_\_\_\_

BY: *X John F. Sutkaytis*  
Authorized Signature

NAME/TITLE: *X JOHN F. SUTKAYTIS / DIRECTOR MTS*

DATE: *X 1/18/88*



EQUIPMENT SCHEDULE : "A"

LEASE #:

4144-94724

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
9	C1001G	TERMINAL	895.00	13.00%	778.65	7007.95
9	OPT ABA	U S VERSION	0.00	0.00%	0.00	0.00
2	C1002G	TERMINAL	1095.00	13.00%	952.65	1905.30
2	OPT ABA	U S VERSION	0.00	0.00%	0.00	0.00

NET PRICE-HARDWARE 8913.15  
 NET PRICE-SOFTWARE 0.00

TOTAL NET PRICE EQUIPMENT 8913.15  
 OTHER COSTS 0.00  
 LESS DOWN PAYMENT 0.00

AMOUNT TO FINANCE 8913.15

\* Indicates software item

SHIP TO: BALTIMORE AIRCOIL COMPANY INC  
 7595 MONTEVIDEO RD  
 JESSUP, MD 20794  
 RICK SLOAN (301) 799-6257

FINANCING STATEMENT

271575

- Record among the Land Records of Anne Arundel County, Maryland
- Record among the Financing Statement Records of Anne Arundel County, Maryland
- Record in the Financing Statement Records of the State Department of Assessments and Taxation

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by Donald E. Posner and Joan F. Posner, his wife, and Citizens Bank and Trust Company of Maryland, dated February 3, 1988, which evidences part of the security for a Six Hundred Eighty Thousand (\$680,000.00) Dollar obligation due from the Debtor.

NAME OF DEBTOR

DONALD E. POSNER AND JOAN F. POSNER

ADDRESS

1624 Eaton Way  
 Crofton, Maryland  
 21114

SECURED PARTY

CITIZENS BANK AND TRUST COMPANY  
 OF MARYLAND

ADDRESS

6200 Baltimore Boulevard  
 Riverdale, Maryland 20737

RECORD FEE 12.00

POSTAGE .50

#043740 0345 P03 115:01

02/04/88

1. This Financing Statement covers the following items of property.
  - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor 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, 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 stoves, gas and electric ranges, ovens, disposals, dishwashers, awnings, shrubbery, plants, boilers, tanks, machinery, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, 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 Deed of Trust hereinafter mentioned.
  - B. Proceeds of the above described collateral.
  - C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.
  - 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 property described in the Deed of Trust heretofore mentioned

This instrument certified to have been prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland, or under his supervision.

Nylen & Gilmore

By:



Edward W. Nylen

LAW OFFICES, NYLEN & GILMORE

12

AFTER RECORDING RETURN TO:  
 NYLEN & GILMORE  
 7411 RIGGS ROAD - SUITE 100  
 HYATTSVILLE, MD 20783

or any improvements thereon as a result of (a) the exercise of the right of the 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 property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as Lot 9, Poplar Point, Anne Arundel County, Maryland and being more particularly described in that certain Deed of Trust from Debtor to Gordon T. Wells, II and Daniel J. Gillespie, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, and said Deed of Trust constitutes the security agreement to this secured transaction.

DEBTOR

Donald E. Posner  
DONALD E. POSNER

Joan F. Posner  
JOAN F. POSNER

1880036

522 PAGE 585

912722

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 \$350,000.00  
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

#043810 1257 REG 115427

00/04/88

**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.

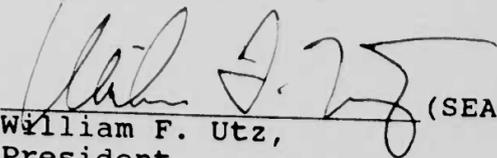
522 PAGE 588

- 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: February 3, 1988

522 PAGE 588

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) 6997

522 PAGE 589

EXHIBIT A

BEING KNOWN AND DESIGNED as Lot Nos. 272, 273, 276, 277, 278, 279, 282, 284 and 286 as shown on a Plat entitled, "CHELSEA BEACH, PLAT FIVE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, page 12.

BEING some of those lots described in a Deed dated January 9, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4274, folio 815 which was granted and conveyed by Shudder, Inc. unto W.F. Utz Construction Company, Inc.

Mail to

COMMERCIAL TITLE DIVISION  
COMMONWEALTH LAND TITLE INS. CO.  
P. O. BOX 1049  
BEVERLY PARK, MARYLAND 21146

*Commercial*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated November 25, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lapides, Morton, M.  
Address 2077 Maidstone Farm Rd., Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc. (Seller)  
Address 29 Sawyer Rd. P.O. Box 9074  
Waltham, MA 02254-9074

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) \*

1988 Bristol 56' 6" Hull #1  
Including all standard and optional equipment.

\* Secured party  $\rightarrow$  Seller

RECORD FEE 11.00  
#044920 0777 R03 114:00  
02/05/88

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)

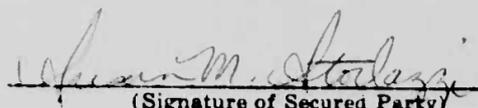
Morton M. Lapides

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECORDATION TAX"

  
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

271573

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
  - Subject to Recordation Tax; Principal
  - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 100,000.00

Name of Debtor

Address

Whitmore Printing & Stationery Co., Inc.

1982 Moreland Parkway  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

- One Stahl B-14 folder
- One Kuge EMD Stamping/Embossing press

RECORD FEE 11.00  
 RECORD TAX 420.00  
 POSTAGE .50  
 #048090 0237 H03 114:20  
 02/05/88

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Whitmore Printing & Stationery Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: James Vogel

BY: Ross J. Bell

Type or print names under signatures

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

11.00  
420.00

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

John J. Flory Cabinet Maker, Inc.

1821 A Margaret 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):

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

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00

POSTAGE .50

#045090 0237 P03 714:21

02/05/88

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

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

John J. Flory Cabinet Maker, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

John J. Flory, President

BY Donna J. Stevens

Type or print names under signatures

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

1108

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 January 13, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Ridge Liquors, Inc.

Address 109 Hillsmere Drive, Annapolis, Md. 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)

All inventory, fixtures, equipment, and leasehold improvements now owned or hereafter acquired and all proceeds (cash and non-cash) of such inventory, fixtures, equipment and leasehold improvements.

RECORD FEE 11.00

POSTAGE .50

#045100 0237 R03 114:21

02/05/88

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)

Arthur L.S. Waxter Pres

(Signature of Debtor)  
Arthur L.S. Waxter, President

Bay Ridge Liquors, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna J. Stevens

(Signature of Secured Party)

Donna J. Stevens

Type or Print Above Signature on Above Line

1100

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271501

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 29 Jun 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S ENTERPRISES
Address 520 Pinetree Dr. Severna Park MD 21146

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MARYLAND
Address 8 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)

Purchase money security interest in all inventory from time to time of all new boats, including but not limited to McKee Craft, American Sail, and West Wight, Potter, with all of their spars, mast, rigging, sails, tackle, electronic equipment, and other necessities thereunto appertaining and belonging now or hereinafter added or attached to said items of inventory used in the connection therewith, and all substitutions and replacements of said inventory, equipment, and necessities as evidenced by a Trust Receipt Inventory Security Agreement.

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50

#045110 0257 R03 114:22
02/05/88

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

C & S ENTERPRISES
James H. Crum
(Signature of Debtor)

James Crum, President
Type or Print Above Name on Above Line

Clifton M. Stoneburner
(Signature of Debtor)

Clifton M. Stoneburner, Vice President
Type or Print Above Signature on Above Line

William A. Walker II
(Signature of Secured Party)

William A. Walker II, V.P.
Type or Print Above Signature on Above Line

11.00

271502

522 PAGE 595

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

Annapolis Yacht Agencies, Inc.

Rt. 2 & 214  
Edgewater, MD 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

A security interest in all of the Debtor's inventory of boats and boat motors both now owned and hereafter acquired including all accessories as evidenced by Trust Receipt Inventory Security Agreement dated July 8, 1986, and all proceeds (cash and non-cash) of such boats and boat motors.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00

POSTAGE .50

#045120 0237 R03 114:23

02/05/88

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

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Annapolis Yacht Agencies, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Donald M. Deer*  
Donald M. Deer, President

BY *Joan Baker*

Type or print names under signatures

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

1152

271583

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

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation \_\_\_\_\_
  - (2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:

P.J.'s PIZZA, INC.  
2551 Cheval Drive  
Davidsonville, Maryland 21035

2. NAME AND ADDRESS OF SECURED PARTY:

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

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

- A. INVENTORY. All of the Debtor's inventory both now 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

27  
210  
2

WO

RECORD FEE	77.00
RECORD TAX	210.00
POSTAGE	.50

#043500 0960 10/11  
02/05/88

receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all 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 cash and non-cash proceeds thereof.

- E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, including, but not exclusively, all the 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 stores leased by Pledger in Ridgeview Plaza, Store 13, 2649F, Old Annapolis Boulevard, Hanover, Maryland, 21076 and in Southgate Market Place, 337V. Hospital Drive, Glen Burnie, Maryland 21061.

4. Subject to recordation tax on the principal amount of THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00), which recordation has been paid to Anne Arundel County.

DEBTOR:

Date: 2-3-88

P.J.'S PIZZA INC.

Witness:

*Michael R. Roblyer*

By: *Perry Campanaris* (SEAL)  
Perry Campanaris, President

RETURN TO:

MICHAEL R. ROBLYER, P.A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

522  
FBI 5183

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Price</u>
1	1	Cash Registers	NIC
2	1	AMANA RC-8 microwave oven, 800 watts	
3	1	Metal Master UT2436SB, worktable, 24" X 3' w/ 1 1/2" backsplash & s/s undershelf	
4	1	<del>Randell 9303, 48" 12 pan sandwich unit w/ optional drawer set, 5 yr. compressor warr. and caster set</del>	
5	1	Custom wall shelf 4' X 12"	
5a	1	Sparke DSR-4, 4' check strip	
6	1	<del>Soda Dispenser</del>	
7	1	Metal Master #CD12-14-9 1/2-1 handsink w/ goose neck faucet, drop-in model	
8	1	Middleby Marshall PS-3600 double gas Conveyor ovens, w/factory set-up & adjust and optional tray extension	
9	1	La Rosa 2093-PT, Pizza prep table w/ optional s/s overshelf, set of 3 prep racks and 5 yr. compressor warr.	
9a&b	2	Sparke #OSR-4, 48" check strip and #OSR-44 44" check strip to be mounted to item 9	
10	1	Custom s/s pass-thru double wallshelf 12" X 48"	
11	1	M. Masters #T3084SEBS, worktable 7' X 30" w/ s/s undershelf and 4" backsplash	
11a	1	Sparke DSR-5, 5' check strip	
12	1	M. Masters #T3096SEBS, worktable 8' X 30" w/ s/s undershelf & 4" backsplash	

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*Handwritten box around item 4 description with a checkmark.*

*Handwritten circle around item 6 description with an 'X' over it.*

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- 13 1 ~~Anexs #SDR-21, dough sheeter~~
- 14 5 Winholt #AL-1812B, Mobile sheet pan racks,  
5" spacing @ 109.00 ea.
- 15 4 Winholt dunnage racks, galv. steel as  
follows: 2 ea. DR-4-12, 24" X 4"  
1 ea. DR-5-12, 24" X 5"  
1 ea. DR-5-12, 20" X 5"
- 16 1 Metro zinc, dry storage unit consisting of  
4 ea. #74P posts  
4 ea. 1848NZ zinc shelves
- 17 1 Berkel #825 slicer, 10"
- 18 1 M. Master #T3672SE-BS, worktable, 6' X 36"  
w/ s/s undershelf & 4" backsplash
- 19 1 Wallshelf
- 20 1 Berkel #VCM-40, vertical cutter mixer,  
40 qt. w/ 2 ea. narrow knife sets
- 21 1 M. Master #314-18-3-18RL, Pot sink, 3 com-  
partments 18" X 24" & 2 drain boards 18" X  
24"
- 22 Lot T & S faucets as follows:  
1 ea. B-265-69X faucet w/ 24" extension  
1 ea. B-133 splash mounted prerinse  
1 ea. B-109 wall bracket
- 23 1 Dunnage rack
- 24 1 Northland #UF-30R-NSF freezer, frost free,  
26 cubic ft.
- 25 1 Manitowoc #ED-0402A, ice maker, 400 lb./  
day, dice cube, air cooled w/ #C-400, 430 lb.  
storage bin

522 P011

*Ray*

- 26 1 Vulcan walk-in cooler, 9' X 12' X 7'-2" high nominal size, floorless w/ vinyl covered screeds, 1 h.p. pre-assembled remote refrigeration system w/ 1 additional interior light
- 27 1 Set Republic Steel #753813 employee lockers, 5 high, 2 wide w/ sloped tops & enclosed bases
- 28 2 Metro chrome dry storage units as follows:  
8 ea. 74P posts  
8 ea. 1850NC chrome shelves
- 29 1 Lot Metroseal epoxy coated shelvings as follows:  
8 ea. 63PK posts  
6 ea. 2472NK shelves  
4 ea. 2160NK shelves  
2 ea. 2148NK shelves  
8 ea. S hooks
- 30 1 Custom exhaust hood w/ make-up air, 7' 6" X 5' 6" X 2' high galvanized steel to include: Duct work, fan, permits and installation. No electric

Taxable Equipment subtotal, items # 4, 5, 5a, 7, 9, 9ab, 10, 11a, 14, 15, 16, 21, 22, 24, 27, 28, & 29

5% Maryland Tax

Non-Taxable Equipment Subtotal

Estimated Freight

Est. Labor to deliver & setup all equip. to include erection & refrigerant piping of walk-in cooler, as well as start-up, adjust & 1 yr. service on all refrigerated items

Estimated Total

*Planned*

522

PIZZA PLEASE!  
 RIDGEVIEW PLAZA  
 HANOVER, MARYLAND

Miscellaneous Equipment Specifications and Price Quotation

<u>Item</u>	<u>Quantity</u>	<u>Supplier &amp; Model No.</u>	<u>Price Quotatio</u>
Table Mounted Can Opener	1	Edlund	
7" Dough Scraper	2		
12" French Whip	1		
Slotted Basting Spoon	1		
Pocket Test Thermometer	2		
16" Scraper	2		
Full Size Plastic Food Storage Boxes	18	Rubbermaid	
Full Size Plastic Food Storage Lids	18		
1/3 Size Plastic Food Storage Boxes	48	Rubbermaid	
1/3 Size Plastic Food Storage Lids	48		
1/6 Size Plastic Food Storage Boxes	36	Rubbermaid	
1/6 Size Plastic Food Storage Lids	36		
Dredge w/Handle	4		
2" Pastry Brush	2		
6oz. Stainless Laddle	2		
2oz. Stainless Laddle	1		
Soap Dispenser-Liquid	3	n/c.	
4qt. Measure	1		

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<u>Item</u>	<u>Quantity</u>	<u>Supplier &amp; Model No.</u>	<u>Price Quotation</u>
Lg. Handle Pot Brush	2		
St. Handle Pot Brush	2		
9 1/2" Spring Tong	2		
12" Chinese Strainer	1	Coarse Mesh	
10" Cooks Knife	2		
18x26x1 Sheet Pan	60		
Plastic Mop Bucket	1		
Plastic Wringer	1		
22qt. Plastic Bain Marie	4		
22qt. Plastic Lid	4		
44gal. Trash Can	2		
1/2 Size Sheet Pan	6		
8qt. Plastic Bain Marie	2		
18"x24" Cutting Board	2		
18" Push Broom w/Handle	1		
18x26x9 Food Boxes	18		
Garlic Press	1		
Pizza Pans 10x1 1/2	48	Nash	
Pizza Pans 12x1 1/2	48	Nash	
Pizza Pans 14x1 1/2	48	Nash	
20" Fork	2		
Stainless Steel 60qt. Stock Pot w/Lids	2		
Wooden Mop Sticks	2		
Measuring Spoon Set	1		
24oz. Mopheads	2		

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<u>Item</u>	<u>Quantity</u>	<u>Supplier &amp; Model No.</u>	<u>Price Quotati</u>
. Pizza Pan Clamp	2	American Metal Craft	
. Ingredient Bin	1	Rubbermaid 3600	
. <del>Electronic Scale</del>	1	Edlund #5.2oz. Graduations	
. Mornap Napkin Dispenser	3	n/c	
. Roll Paper Dispenser	2	n/c	
. Plastic Pizza Cutter 2 1/2" w/Thumb Guard	2		
. S/S 30" Paddle	1		
. 3gal. Plastic Ice Tea Dispenser	1		
. 9" Flex Turner	2		
Scale	3	Pelouze Model YG180 5lb.x1/2oz.	
1qt. Plastic Measure	1		
Dust Pan Plastic	1		
Check Spindles	2		
Spray Bottles	4		
Corn Broom	1		
12" Peel	1		
Round Waste Basket w/Swivel Lid	2	Rubbermaid 2947	
Waste Basket Med. Size	3	Rubbermaid 2956 Gray	
Hand Dough Docker	1		
22oz. Stryo Cup Incounter Dispensers	3	n/c	
12oz. Plastic Squirt Bottle	2		
Bus Boxes 15"x20"x5"	6		

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<u>Item</u>	<u>Quantity</u>	<u>Supplier &amp; Model No.</u>	<u>Price Quotatic</u>
24oz. Ice Scoop	1	Rubbermaid 2886	
8" Window Washing Brush	1		
12" Squeeze w/Handle(10')	1		
Plastic Lid for 12qt. Bain Marie	2		
Sand Urn	1	Red Color	
S/S 3 Shelf Utility Cart	1	NSF - 500lb. Capacity	
Freezer/Refrigerator Thermometers	3		

522

*Paula...*

*Oliver Dennis*

Pizza Please, Inc.  
SI #5697

ITEM	QTY	DESCRIPTION	COST	FREIGHT
1	1	Republic Steel lockers	\$328.05	---
2		Office Furnishings	NIC	NIC
3	3 lts	Amco zinc dry storage shelving	226.40	76.65
3a stock	8	Shelving	140.00	---
(#4)	1	Manitowoc C-400 ice bin	1,555.91	---
(#5)	1	Manitowoc ED-020A ice machine head	In #4	In #4
(6/7)	1	<del>WEWS PIZZA OVEN</del> <del>SPARE NUMBERS</del>	---	---
8	1	Metal Masters 3-compartment sink	570.00	21.87
8a	1	T & S B-230-14" faucet	60.62	---
9	1	Metal Masters wall shelf	144.90	73.05
10	1 lt	Amco zinc shelving	82.00	See #3
11	1	Northland freezer	NIC	NIC
12	1	Harford walk-in cooler	2,993.00	160.00
13	1	Harford evaporator coil	In #12	In #12
14	1	Harford compressor	In #12	In #12
15	3	Winholt sheet pan mobile racks	297.00	54.07
16	Lot	Metro walk-in cooler shelving	541.28	65.69
17	1	Winholt mobile cart w/shelves	129.50	See #15
18/19	---	SPARE NUMBERS	---	---
20	1	Winholt pallet	44.00	See #15
21	2	Metal Masters hand sink w/ faucet	190.00	In #9
22		Soap & Towel Dispenser	NIC	NIC
(#23)	1	Berkel verticle cutter mixer	4,553.00	136.55

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*Pol...*

01-28

Pizza Please, Inc.

ITEM	QTY	DESCRIPTION
(24)	1	Metal Masters work table w/ backsplash & s/s undershelf
(25)	1	Berkel slicer
(26)	1	Metal Masters work table w/ backsplash & s/s undershelf
(27)	1	<del>Anets dough sheeter</del>
28-30	--	SPARE NUMBERS
31	1	La Rose pizza prep table w/ 3 wire prep racks & s/s over shelf
32	1	<del>Randell sandwich unit</del>
33	1	Metal Masters wall shelf
34	3	Sparke check strips
35	--	SPARE NUMBER
(36)	1	<del>Anaco microwave oven</del>
37-40	--	By Owner
(41)	1	Metal Masters work table w/ backsplash & s/s undershelf
(42)	1	Metal Masters work table w/ backsplash & s/s undershelf
(43)	1	H.D. Wells double oven

Change Order #1

Change Item #5

From Manitowoc 200 lb ice machine  
to 400 lb ice machine head

(Price variance is already reflected in Item #5.)

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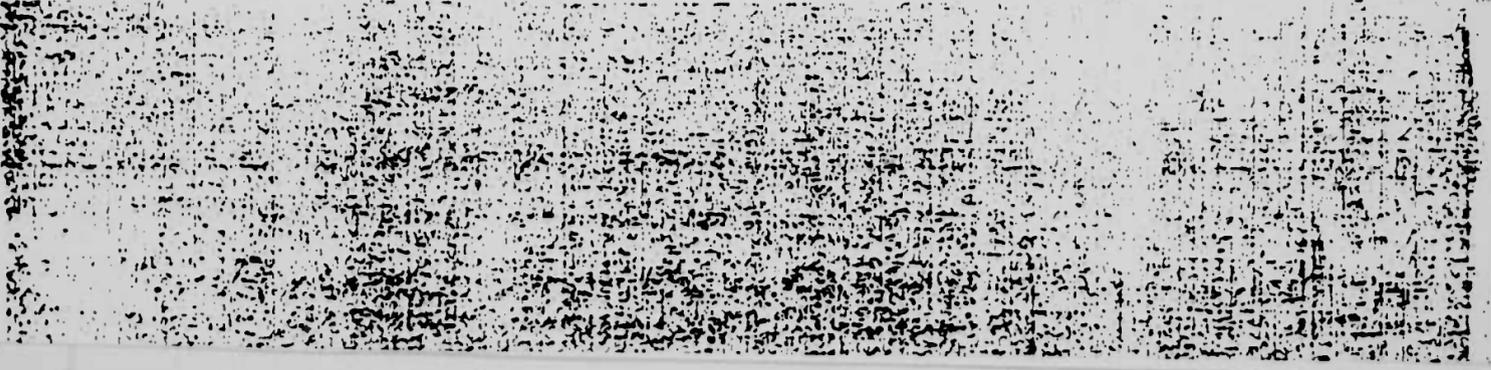
Pizza Please, Inc.

Change Order #2

Ⓢ24	Delete	1.	Metal Masters 6' X 36" table	(372.60)	---
ⓈX-1	Add	1.	Metal Masters 5' X 30" semi- enclosed base work table (non-taxable in state of MD)	491.85	---

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*Pizza Please*



Pizza Please!  
 Southgate Market Place  
 Glen Burnie, Maryland 21061

Miscellaneous Equipment Specifications and Price Quotation

ITEM	SUPPLIER & MODEL NO.	PRICE QUOTATION
1. Racking - include posts and 3 shelves per unit 3 each 2' x 3' 3 each 2' x 5'		
2. Dunnage rack 1 each - 2' x 4'		
3. Stainless Steel Hand Sink		
4. Stainless Steel Tray Rack (hold sheet pans) 11 shelf 3 each on casters		
5. Sheet Pans 72 - 18" x 26" 6 - 13" x 18"		
6. Incounter Cup Dispensers 1 each - 12 oz. 1 each - 16 oz. 1 each - 20 oz.		No Quote
7. Table Mounted Can Opener		
8. Time Clock - wall mounted		
9. Blue Steel Pizza Pans 60 each - 10" 60 each - 12" 60 each - 16"	Nash or others	
10. Inner Rings for Blue Steel Pizza Pans 3 each - 10" 3 each - 12" 3 each - 16"		No Quote
11. Stainless Steel Wire Mesh Wall Shelves 4 each - 2' x 3'		
12. Pocket Thermometers 2 each - 0 - 220		

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Page 2 (continued)

- |  |            |
|--|------------|
| 13. Lexan Food Boxes w/lids<br>6" depth<br>18 each - Full Size<br>12 each - 1/3 size<br>36 each - 1/6 size | Cambro     |
| 14. Dough Cutter<br>2 each - 2 1/2"  |            |
| 15. Chef Knives<br>3 each - 10"  |            |
| 16. Stainless Steel Stock Pots<br>3 each - 60 qt. w/lids   |            |
| 17. Plastic Tub with Lids<br>2 each - 2 qt.<br>4 each - 8 qt.<br>2 each - 12 qt.<br>4 each - 22 qt.        | Rubbermaid |
| 18. Chef Fork - 2 tong - 22"<br>2 each   |            |
| 19. Ladles - stainless steel<br>2 each - 2oz., 3 oz.,<br>4 oz. and 6 oz.                                   |            |
| 20. Soap Dispenser (Hand)  |            |
| 21. 44 Gal. Brute Cans<br>2 each   |            |
| 22. 25 qt. Mop Bucket &<br>Wringer<br>1 each   |            |
| 23. Ounce Portion Scale<br>3 each - 2 oz.<br>1 each - 50¢  |            |
| 24. Squirt Bottle (8 oz.)<br>2 each  |            |
| 25. Cooks Salt & Pepper Shakers<br>6 each - aluminum dredge  |            |
| 26. Butter Spreader Knife<br>2 each  |            |
| 27. Check Minder<br>3-44" long<br>1-30" long   |            |

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*R. Payne*

Page 3 (Continued)

28. Open Number
29. Pizza Pan Clamp - 4 each
30. Aluminum Graduated Measure  
1 each - 4 qt.
31. Pastry Brush  
2 each - 1 1/2" width
32. Garlic Crusher  
1 each
33. All Plastic Scrapers  
3 each 13 1/2"  
3 each 16 1/2"
34. Stainless Steel Stiring Paddle  
1 each - 36"
35. Aluminum Colander  
1 each - 16 qt.
36. Plastic Ice Scoop  
1 each
37. Utility Turner  
3 each 8" X 3" blade  
5" handle
38. Feavy Duty Stainless Steel Tong  
4 each 9"
39. Stainless Steel Wire Whips  
2 each - 12"
40. Stainless Steel Spoons  
2 each - Basting - 13"  
2 each - Perforated - 13"
41. Aluminum China Cap  
1 each
42. Pot Brush  
2 each - Short handle, plastic  
2 each - long handle, plastic
43. Electronic Digital Scale  
32 oz. capacity
44. Polypropylene Outlery Box  
1 each
45. Rus Boxes  
6 each - 15" X 20" X 5

Total

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Fort Meade

- 11 Car Signs
- 18 Pizza Bags
- 1 Cash Register
- 2 Fire Extinguishers
- 1 Can Opener
- 2 Scales
- 5 Phones
- 1 Safe
- 1 ~~Fire System~~ ?
- 1 Desk
- 1 Menu Sign
- 1 Adding Machines
- 1 Chairs
- 1 Time Clock
- 1 File Cabinet
- Pizza Boxes and Paper Goods
- Cleaning Supplies

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Exhibit A

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Glen Burnie

- 7 Car Signs
- ~~1 Microwave Oven~~
- 1 Time Clock
- 2 Work Tables
- ~~1 Dough Roller~~
- 14 Pizza Bags
- 5 Phones
- 1 Cash Registers
- 4 Scales
- 1 Menu Sign
- 1 Safe
- ~~1 Fire System~~

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Exhibit A

15

*Rich [unclear]*

**END  
LIBER**