

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

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523 5230 01

STATE OF MARYLAND
(UCC FINANCING STATEMENT RECORDS, ANNE ARUNDEL COUNTY, MARYLAND)

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 09080

RECORDED IN LIBER 511 FOLIO 390 ON May 4, 1987 (DATE)

1. DEBTOR

Name Jones Intercable, Inc.

Address 9697 E. Mineral Avenue, Englewood, Colorado 80112

2. SECURED PARTY

Name Mellon Bank, N.A., as Agent

Address One Mellon Bank Center, Pittsburgh, Pennsylvania 15258

Richard N. Peterson, c/o Dow, Lohnes & Albertson,
1255 23rd Street, N.W., Suite 500, Washington, D.C. 20037

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

3. Maturity date of obligation (if any) _____

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|---|--|
| <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> <p>Termination</p> |
| <p>RECORD FEE 10.00 POSTAGE .50 #045230 0237 HOS 115:15 02/05/88</p> | |

Signature of Secured Party:

MELLON BANK, N.A., as Agent

Dated September 10, 1987

By: *David P. Brougham*
Name: David P. Brougham
Title: Senior Vice President

1996307

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03

271505

FINANCING STATEMENT

TO BE RECORDED IN THE CHATTEL
RECORDS OF ANNE ARUNDEL COUNTY,
MARYLAND

Date: February 1, 1988

1. NAME AND ADDRESS
OF DEBTOR:

G & G CAPE ST. CLAIRE,
a Maryland general partnership
c/o Greenberg Realty Co.
8401 Connecticut Avenue
Suite 1005
Chevy Chase, MD 20815
Attention: Brian Hoffman

RECORD FEE 24.00
POSTAGE .50
R045440/0037 R03 115:39
12/05/88

2. NAME AND ADDRESS
OF SECURED PARTY:

North American Security Life
Insurance Company
c/o Walker & Dunlop, Inc.
1156 Fifteenth Street, N.W.
Washington, D.C. 20005-1788

3. PURPOSE:

This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust of even date herewith (the "Deed of Trust"), between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.

4. PROPERTY COVERED:

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" attached hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and all present and future

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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 all present and future security deposits delivered in connection therewith; and 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 all right, title and interest of 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 the said real estate, to the center line thereof; and all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien perfected by the filing of this Financing Statement; and all chattel and fixture items of every

type now or hereafter owned by Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment.

- 5. RECORD OWNER: The Record Owner of the land and premises is the Debtor.
- 6. PROCEEDS: Proceeds of the property are covered.

DEBTOR:

G & G CAPE ST. CLAIRE, a Maryland general partnership

WITNESS:

Wendy Greenberg

Wendy Greenberg

By: *Paul Greenberg* (SEAL)

Paul Greenberg, General Partner

Alda P. Reggin

Alda P. Reggin

By: *Amnon Gershoni* (SEAL)

Amnon Gershoni, General Partner

Alda P. Reggin

Alda P. Reggin

By: *Daniel Gershoni* (SEAL)

Daniel Gershoni, General Partner

523 - 06

Return to:

Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100K
1801 K Street, N.W.
Washington, D.C. 20006
Attention: Philip A. Gorelick, Esquire

523 -- 07

SCHEDULE "A" TO FINANCING STATEMENT

BEING KNOWN AND DESIGNATED as Lot No. 25 as shown on a Plat entitled "Cape St. Claire, Commercial Center", which Plat is dated May 15, 1950 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 22, folio 17.

INCIDENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P. O. BOX 1049
BEVERLY PARK, MARYLAND 21146
Commercial

1996 SCCM

271500

JCW/FRIEND-4
1/28/88-ljb

523 08

INDEMNITY FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Indemnity Deed of Trust") securing a Guaranty by FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP, a Maryland limited partnership, which Guaranty was given to guarantee a loan from Secured Party herein to Edward A. St. John in the principal amount of \$4,300,000.00. No recordation taxes were due or payable upon the recordation of the Indemnity Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF DEBTOR:

EDWARD A. ST. JOHN, individually, and trading as MIE Development Company

NAME OF GUARANTOR:

FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP, a Maryland limited partnership

RECORD FEE 27.00
POSTAGE .50
#045470 0231 903 715142
02/15/88

ADDRESS OF DEBTOR AND GUARANTOR:

5720 Executive Drive
Baltimore, Maryland 21228

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street East
Toronto, Canada M4W 1E5
Attn: U. S. Mortgage Dept.

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 not owned by any Tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals,

270



dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Indemnity Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
- C. 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 Indemnity Deed of Trust, 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 Indemnity Deed of Trust 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 Indemnity Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.
- 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 described in the Indemnity 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 Indemnity 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, and being located within BWI Commerce Park, Anne Arundel County, Maryland and more fully described in Schedule A and Schedule B attached hereto and conveyed by Debtor to the Trustees in the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity Deed of Trust and Indemnity Assignment of Lessor's

523 11

SCHEDULE A

LOT 7R AND LOT 9R "BWI COMMERCE PARK"

January 29, 1988

All those two pieces or parcels of land situate, lying and being in the Fifth Assessment District of Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the first thereof on the southeast side of Connelley Drive at property corner No. 11, as shown on the plat titled "Resub-division and amendment of Plat 3 (94/3) and part of Plat 2 (Parcel 1) (83/44) B.W.I. COMMERCE PARK" recorded among the Plat Records of Anne Arundel County in Plat Book No. 102 Page 8 Plat No. 5283, thence leaving Connelley Drive and running with and binding on the outlines of Lot 7R as shown on said plat, referring all bearings to the grid meridian of Anne Arundel County Control Survey, by the four following courses and distances respectively, viz: South 70 degrees 47 minutes 52 seconds East 356.09 feet, South 18 degrees 34 minutes 59 seconds West 919.58 feet, North 70 degrees 31 minutes 36 seconds West 331.03 feet and North 19 degrees 12 minutes 08 seconds East 641.94 feet to intersect Connelley Drive; thence binding on Connelley Drive by the four following lines respectively, viz: by a line curving to the left with a radius of 55.00 feet for a distance of 131.50 feet (the chord of said curving line bearing North 19 degrees 17 minutes 39 seconds East 102.34 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing North 25 degrees 54 minutes 53 seconds West 19.76 feet), by a line curving to the right with a radius of 295.00 feet for a distance of 112.41 feet (the chord of said curving line bearing North 8 degrees 17 minutes 08 seconds East 111.73 feet) and North 19 degrees 12 minutes 08 seconds East 50.01 feet to the place of beginning.

CONTAINING 6.9311 acres of land more or less.

BEING Lot 7R as shown on the abovementioned plat of "B.W.I. COMMERCE PARK".

SCHEDULE A (cont'd.)

LOT 7R AND LOT 9R "BWI COMMERCE PARK"/Pg. 2/Jan. 29, 1988 (cont'd.)

BEGINNING for the second parcel thereof on the northwest side of Connelley Drive at property corner No. 5, as shown on the abovementioned plat of "B.W.I. COMMERCE PARK", thence binding on Connelley Drive by the three following lines respectively, viz: by a line curving to the left with a radius of 355.00 feet for a distance of 135.28 feet (the chord of said curving line bearing South 8 degrees 17 minutes 08 seconds West 134.46 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing South 20 degrees 39 minutes 09 seconds West 19.76 feet) and by a line curving to the left with a radius of 55.00 feet for a distance of 85.97 feet (the chord of said curving line bearing South 0 degrees 50 minutes 38 seconds East 77.48 feet); thence leaving Connelley Drive and binding on the outlines of Lot 9R by the four following lines respectively, viz: by a line curving to the right with a radius of 120.00 feet for a distance of 108.02 feet (the chord of said curving line bearing South 83 degrees 24 minutes 48 seconds West 104.41 feet), North 70 degrees 47 minutes 52 seconds West 579.10 feet, North 1 degree 27 minutes 00 seconds East binding on the east side of Old Telegraph Road as widened 283.50 feet and South 70 degrees 47 minutes 52 seconds East binding for a part on the centerline of a 25 foot wide storm drain easement 708.03 feet to the place of beginning.

CONTAINING 4.2265 acres of land more or less.

BEING Lot 9R as shown on the aforementioned plat of "B.W.I. COMMERCE PARK".

SCHEDULE B

LOT 8R "BWI COMMERCE PARK"

January 29, 1988

All that piece or parcel of land situate, lying, and being in the Fifth Assessment District of Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the same at the southerly end of Connelley Drive at property corner No. 15, as shown on the plat titled "Resubdivision and amendment of Plat 3 (94/3) and part of Plat 2 (Parcel 1) (83/44) B.W.I. COMMERCE PARK" recorded among the Plat Records of Anne Arundel County in Plat Book No. 102 Page 8 Plat No. 5283, thence binding on Connelley Drive as shown on said plat, referring all bearings to the grid meridian of the Anne Arundel County Control Survey, by a line curving to the left with a radius of 55.00 feet for a distance of 44.72 feet (the chord of said curving line bearing South 68 degrees 55 minutes 06 seconds East 43.50 feet); thence leaving Connelley Drive and binding on the outlines of Lot 8R as shown on said plat by the two following lines respectively, viz: South 19 degrees 12 minutes 08 seconds West 641.94 feet and North 70 degrees 31 minutes 36 seconds West 468.29 feet to the east side of Old Telegraph Road as widened; thence binding on the east side of Old Telegraph Road so widened, by the two following courses and distances respectively, viz: North 6 degrees 39 minutes 25 seconds West 388.97 feet and North 1 degree 27 minutes 00 seconds East 257.98 feet; thence leaving Old Telegraph Road and continuing to bind on the outlines of Lot 8R by the two following lines respectively, viz: South 70 degrees 47 minutes 52 seconds East 579.10 feet and by a line curving to the left with a radius of 120.00 feet for a distance of 108.02 feet (the chord of said curving line bearing North 83 degrees 24 minutes 48 seconds East 104.41 feet) to the place of beginning.

CONTAINING 8.3478 acres of land more or less.

BEING Lot No. 8R as shown on the aforementioned plat of "B.W.I. COMMERCE PARK.

MONUMENTAL TITLE DIVISION
COMMERCIAL LAND TITLE INS. CO.
P. O. BOX 1049
SEVERNA PARK, MARYLAND 21146
Commercial

C:MN247604.FIS
3740:B
01/14/88

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FINANCING STATEMENT

1. Names of Debtor: ANNAPOLIS JUNCTION LIMITED
PARTNERSHIP
Addresses: c/o Siena Corporation
8350 Bristol Court
Suite 101
Jessup, Maryland 20794

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

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

(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 Security Agreement dated January 15, 1988 from the Debtor 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 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 Security Agreement including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Recordation Tax on the principal sum of \$30,000 was paid to the Circuit Court of Anne Arundel County upon recordation of this Financing Statement.

15.00
210.00
30

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the Fourth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same at a point on the northeast right of way line of Maryland Route Number 32, as shown on State Roads Commission of Maryland Plat Number 46802 at a point 40 feet northeast of Service Road base line of right of way station 2063+35.35, said point also being shown as point number "1" on the plat titled "Corman Property" recorded as Plat Number 4859 among the Land Records of Anne Arundel County, Maryland, running thence and binding on part of said plat and referring the courses herein to the Maryland State Grid Meridian.

1. North 28 degrees 58 minutes 22 seconds East, 31.58 feet to a pipe found at the end of the fifth or South 51 1/4 degrees West 35 perch line of that parcel of land which by deed dated October 10, 1921 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 48 folio 395 was conveyed by James P. Thrift, Assignee of Baltimore, Maryland to The State Board of Prison Control, Trustee for the State of Maryland; thence binding reversely on the fifth, fourth, and part of the third line of said parcel, as now surveyed.
2. North 47 degrees 19 minutes 37 seconds East, 589.22 feet to a concrete monument found marked number "5"; thence
3. North 83 degrees 53 minutes 28 seconds East, 330.88 feet to a concrete monument found marked number "4"; thence
4. South 4 degrees 36 minutes 49 seconds East, 321.97 feet to a concrete monument found marked "3"; thence
5. South 38 degrees 14 minutes 42 seconds West, 655.53 feet to intersect the northeast right of way line of Maryland Route Number 32, as shown on State Roads Commission of Maryland Plat Number 46802 at a point 40 feet northeast of Service Road base line of right of way station 2068+80.91; thence binding on the northeast right of way of Maryland Route Number 32

EXHIBIT A
page 2

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17

6. North 46 degrees 47 minutes 16 seconds West, 545.56 feet to the place of beginning

Containing 8.588 acres of land more or less.

BEING part of the land conveyed by deed dated October 31, 1963 from B. Eugene Collins, Trustee, to Robert Cline Harris, Olga Ruth Harris, Martha Kathryn Harris, Peggy Jean Daisey, and Alice Mildred Smallwood and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1717 folio 246.

C:MN247605.FIS
3740:B
01/14/88

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271503

FINANCING STATEMENT

1. Names of Debtor: ANNAPOLIS JUNCTION LAND LIMITED
PARTNERSHIP
Addresses: c/o Siena Corporation
8350 Bristol Court
Suite 101
Jessup, Maryland 20794

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

RECORD FEE 19.00

POSTAGE .50

MARYLAND DEED BOOK 115443

12/15/88

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 15, 1988 from Debtor above to Joseph A. Hulseberg and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

19 50

(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. Not subject to Recordation Tax.

Debtor:

ANNAPOLIS JUNCTION LAND
LIMITED PARTNERSHIP

By: Annapolis Junction
Limited Partnership

By: Siena Corporation
General Partner

By: Anthony R. Manganaro
President

Secured Party:

MARYLAND NATIONAL BANK

By: A. David Horsman
A. David Horsman
Assistant Vice President

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

PLEASE RECORD AS FOLLOWS:

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

PROPERTY DESCRIPTION

523 20

ALL that tract or parcel of land located in the Fourth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same at a point on the northeast right of way line of Maryland Route Number 32, as shown on State Roads Commission of Maryland Plat Number 46802 at a point 40 feet northeast of Service Road base line of right of way station 2063+35.35, said point also being shown as point number "1" on the plat titled "Corman Property" recorded as Plat Number 4859 among the Land Records of Anne Arundel County, Maryland, running thence and binding on part of said plat and referring the courses herein to the Maryland State Grid Meridian.

1. North 28 degrees 58 minutes 22 seconds East, 31.58 feet to a pipe found at the end of the fifth or South 51 1/4 degrees West 35 perch line of that parcel of land which by deed dated October 10, 1921 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 48 folio 395 was conveyed by James P. Thrift, Assignee of Baltimore, Maryland to The State Board of Prison Control, Trustee for the State of Maryland; thence binding reversely on the fifth, fourth, and part of the third line of said parcel, as now surveyed.
2. North 47 degrees 19 minutes 37 seconds East, 589.22 feet to a concrete monument found marked number "5"; thence
3. North 83 degrees 53 minutes 28 seconds East, 330.88 feet to a concrete monument found marked number "4"; thence
4. South 4 degrees 36 minutes 49 seconds East, 321.97 feet to a concrete monument found marked "3"; thence
5. South 38 degrees 14 minutes 42 seconds West, 655.53 feet to intersect the northeast right of way line of Maryland Route Number 32, as shown on State Roads Commission of Maryland Plat Number 46802 at a point 40 feet northeast of Service Road base line of right of way station 2068+80.91; thence binding on the northeast right of way of Maryland Route Number 32

523 21

6. North 46 degrees 47 minutes 16 seconds West, 545.56 feet to the place of beginning

Containing 8.588 acres of land more or less.

BEING part of the land conveyed by deed dated October 31, 1963 from B. Eugene Collins, Trustee, to Robert Cline Harris, Olga Ruth Harris, Martha Kathryn Harris, Peggy Jean Daisey, and Alice Mildred Smallwood and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1717 folio 246.

19959107

JCW/STJOHN-4
1/27/88mal

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INDEMNITY FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Indemnity Deed of Trust") securing a Guaranty by FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP, a Maryland limited partnership, which Guaranty was given to guarantee a loan from Secured Party herein to Edward A. St. John in the principal amount of \$3,400,000.00. No recordation taxes were due or payable upon the recordation of the Indemnity Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF DEBTOR:

EDWARD A. ST. JOHN, individually, and
trading as MIE Development Company

RECORD FEE 27.00

NAME OF GUARANTOR:

FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP,
a Maryland limited partnership

POSTAGE .50

HO45500 0207 R03 115144

WFO 02/05/88

ADDRESS OF DEBTOR AND GUARANTOR:

5720 Executive Drive
Baltimore, Maryland 21228

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street East
Toronto, Canada M4W 1E5
Attn: U. S. Mortgage Dept.

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 not owned by any Tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals,

273



dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Indemnity Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
- C. 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 Indemnity Deed of Trust, 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 Indemnity Deed of Trust 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 Indemnity Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.
- 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 described in the Indemnity 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 Indemnity 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, and being located within BWI Commerce Park, Anne Arundel County, Maryland and more fully described in Schedule A and Schedule B attached hereto and conveyed by Debtor to the Trustees in the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity Deed of Trust and Indemnity Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: February 4th, 1988

WITNESS:

FRIENDSHIP BUSINESS CENTER
LIMITED PARTNERSHIP,
a Maryland limited partnership

By: FRIENDSHIP BUSINESS CENTER,
a Maryland partnership
General Partner

[Handwritten Signature]

By: [Handwritten Signature]
Edward A. St. John
General Partner

SCHEDULE A

LOT 8R "BWI COMMERCE PARK"

January 29, 1988

All that piece or parcel of land situate, lying, and being in the Fifth Assessment District of Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the same at the southerly end of Connelley Drive at property corner No. 15, as shown on the plat titled "Resubdivision and ammendment of Plat 3 (94/3) and part of Plat 2(Parcel 1)(83/44) B.W.I. COMMERCE PARK" recorded among the Plat Records of Anne Arundel County in Plat Book No. 102 Page 8 Plat No. 5283, thence binding on Connelley Drive as shown on said plat, referring all bearings to the grid meridian of the Anne Arundel County Control Survey, by a line curving to the left with a radius of 55.00 feet for a distance of 44.72 feet (the chord of said curving line bearing South 68 degrees 55 minutes 06 seconds East 43.50 feet); thence leaving Connelley Drive and binding on the outlines of Lot 8R as shown on said plat by the two following lines respectively, viz: South 19 degrees 12 minutes 08 seconds West 641.94 feet and North 70 degrees 31 minutes 36 seconds West 468.29 feet to the east side of Old Telegraph Road as widened; thence binding on the east side of Old Telegraph Road so widened, by the two following courses and distances respectively, viz: North 6 degrees 39 minutes 25 seconds West 388.97 feet and North 1 degree 27 minutes 00 seconds East 257.98 feet; thence leaving Old Telegraph Road and continuing to bind on the outlines of Lot 8R by the two following lines respectively, viz: South 70 degrees 47 minutes 52 seconds East 579.10 feet and by a line curving to the left with a radius of 120.00 feet for a distance of 108.02 feet (the chord of said curving line bearing North 83 degrees 24 minutes 48 seconds East 104.41 feet) to the place of beginning.

CONTAINING 8.3478 acres of land more or less.

BEING Lot No. 8R as shown on the aforementioned plat of "B.W.I. COMMERCE PARK.

SCHEDULE B

LOT 7R AND LOT 9R "BWI COMMERCE PARK"

January 29, 1988

All those two pieces or parcels of land situate, lying and being in the Fifth Assessment District of Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the first thereof on the southeast side of Connelley Drive at property corner No. 11, as shown on the plat titled "Resub-division and amendment of Plat 3 (94/3) and part of Plat 2 (Parcel 1) (83/44) B.W.I. COMMERCE PARK" recorded among the Plat Records of Anne Arundel County in Plat Book No. 102 Page 8 Plat No. 5283, thence leaving Connelley Drive and running with and binding on the outlines of Lot 7R as shown on said plat, referring all bearings to the grid meridian of Anne Arundel County Control Survey, by the four following courses and distances respectively, viz: South 70 degrees 47 minutes 52 seconds East 356.09 feet, South 18 degrees 34 minutes 59 seconds West 919.58 feet, North 70 degrees 31 minutes 36 seconds West 331.03 feet and North 19 degrees 12 minutes 08 seconds East 641.94 feet to intersect Connelley Drive; thence binding on Connelley Drive by the four following lines respectively, viz: by a line curving to the left with a radius of 55.00 feet for a distance of 131.50 feet (the chord of said curving line bearing North 19 degrees 17 minutes 39 seconds East 102.34 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing North 25 degrees 54 minutes 53 seconds West 19.76 feet), by a line curving to the right with a radius of 295.00 feet for a distance of 112.41 feet (the chord of said curving line bearing North 8 degrees 17 minutes 08 seconds East 111.73 feet) and North 19 degrees 12 minutes 08 seconds East 50.01 feet to the place of beginning.

CONTAINING 6.9311 acres of land more or less.

BEING Lot 7R as shown on the abovementioned plat of "B.W.I. COMMERCE PARK".

SCHEDULE B (cont'd.)

LOT 7R AND LOT 9R "BWI COMMERCE PARK"/Pg. 2/Jan. 29, 1988 (cont'd.)

BEGINNING for the second parcel thereof on the northwest side of Connelley Drive at property corner No. 5, as shown on the abovementioned plat of "B.W.I. COMMERCE PARK", thence binding on Connelley Drive by the three following lines respectively, viz: by a line curving to the left with a radius of 355.00 feet for a distance of 135.28 feet (the chord of said curving line bearing South 8 degrees 17 minutes 08 seconds West 134.46 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing South 20 degrees 39 minutes 09 seconds West 19.76 feet) and by a line curving to the left with a radius of 55.00 feet for a distance of 85.97 feet (the chord of said curving line bearing South 0 degrees 50 minutes 38 seconds East 77.48 feet); thence leaving Connelley Drive and binding on the outlines of Lot 9R by the four following lines respectively, viz: by a line curving to the right with a radius of 120.00 feet for a distance of 108.02 feet (the chord of said curving line bearing South 83 degrees 24 minutes 48 seconds West 104.41 feet), North 70 degrees 47 minutes 52 seconds West 579.10 feet, North 1 degree 27 minutes 00 seconds East binding on the east side of Old Telegraph Road as widened 283.50 feet and South 70 degrees 47 minutes 52 seconds East binding for a part on the centerline of a 25 foot wide storm drain easement 708.03 feet to the place of beginning.

CONTAINING 4.2265 acres of land more or less.

BEING Lot 9R as shown on the aforementioned plat of "B.W.I. COMMERCE PARK".

MONUMENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P. O. BOX 1049
SEVERNA PARK, MARYLAND 21146
Commercial

To Be Recorded In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax On Principal Amount of \$80,000.00, Pursuant To Recordation Tax Certificate Attached Hereto, Which Was Paid To The State Department Of Assessments And Taxation.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: AETNA APPAREL GROUP, INC.
T/A "WHITNEY & RHODES"
8801 Kelso Drive
Baltimore, Maryland 21221

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
14th Floor
Baltimore, Maryland 21201

Attention: Dawne E. Davies,
Loan Executive

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses,

permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

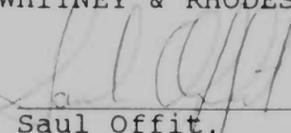
- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) All rights to payment, collection rights, claims for moneys due, accounts, credit balances and other rights of the Debtor arising from or related to any factoring arrangements or agreements between the Debtor and Barclaysamerican/Commercial, Inc.;
 - (xii) General Intangibles in the form of goodwill; and
 - (xiii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

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4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

AETNA APPAREL GROUP, INC.,
T/A WHITNEY & RHODES

By:  (SEAL)
Saul Offit,
President

Date: ~~January~~ ^{February 1} _____, 1988

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.: (7064) LJE

7064.FS

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271502

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)

The Driggs Corp
8700 Ashwood Drive
Capitol Heights, ND 20027
Machine located in Annap, MD

W-32232

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

ALBAN TRACTOR CO., INC.
P. O. BOX 9585
BALTIMORE, MD 21237

OM

(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

For Filing Officer

POSTAGE .50

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

HO44010 C345 R04 109-03

One (1) New Caterpillar Model #518 Grapple Skidder S/N 95U01897

02/08/03

AA

"NOT SUBJECT TO RECORDATION TAX"

M. SUTTLE

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

The Driggs Corp.

Alban Tractor Co., Inc.

Reginald Burner, VP

(By) *[Signature]*

(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)

(7) Filing Officer Copy - Non-Initial

UCC-1

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 PAN AM EXPRESS, INC.
Address Northeast Philadelphia Airport
Grant Avenue & Ashton Road, Philadelphia, PA 19114

2. SECURED PARTY

Name IRVING LEASING CORPORATION
Address 1290 Avenue of the Americas, New York, NY 10104

Attention: Legal Department

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

4044050 0345 804 109107

02/08/88

SEE APPENDIX I ATTACHED. PROPERTY IS OR MAY BE LOCATED AT BALTIMORE/WASHINGTON INTERNATIONAL AIRPORT, BALTIMORE, MD.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

John F. Leonard

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Robert F. VALENTINO

Type or Print Above Signature on Above Line

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APPENDIX I TO UCC-1 FINANCING STATEMENT

Debtor: PAN AM EXPRESS, INC.
 Northeast Philadelphia Airport
 Grant Avenue & Ashton Road
 Philadelphia, PA 19114

Secured Party: IRVING LEASING CORPORATION
 1290 Avenue of the Americas
 New York, NY 10104

This Financing Statement covers the following items of property:

One DeHaviland Aircraft of Canada, Limited Model DHC-7-102 aircraft bearing Federal Aviation Administration Registration Number N174RA and Manufacturer's Serial Number 53 with the following engines and propellers affixed thereto:

Pratt & Whitney Aircraft of Canada Model PT6A-50 engines (the "Engines") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| PC-E-86259 | PC-E-86262 | PC-E-86254 | PC-E-86261 |

Hamilton Standard Model 24PF305 propellers (the "Propellers") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| 237251 | 237248 | 237250 | 237249 |

One DeHaviland Aircraft of Canada, Limited Model DHC-7-102 aircraft bearing Federal Aviation Administration Registration Number N173RA and Manufacturer's Serial Number 38 with the following engines and propellers affixed thereto:

Pratt & Whitney Aircraft of Canada Model PT6A-50 engines (the "Engines") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| PC-E-86190 | PC-E-86192 | PC-E-86191 | PC-E-86189 |

Hamilton Standard Model 24PF305 propellers (the "Propellers") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| 236913 | 236942 | 236943 | 237912 |

APPENDIX I - Page 2

One DeHaviland Aircraft of Canada, Limited Model DHC-7-102 aircraft bearing Federal Aviation Administration Registration Number N175RA and Manufacturer's Serial Number 56 with the following engines and propellers affixed thereto:

Pratt & Whitney Aircraft of Canada Model PT6A-50 engines (the "Engines") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| PC-E-86279 | PC-E-86278 | PC-E-86306 | PC-E-86280 |

Hamilton Standard Model 24PF305 propellers (the "Propellers") bearing the following Manufacturer's Serial Numbers:

| <u>Position #1</u> | <u>Position #2</u> | <u>Position #3</u> | <u>Position #4</u> |
|--------------------|--------------------|--------------------|--------------------|
| 237232 | 237085 | 237233 | 237231 |

together with all other Engines, Propellers, equipment, parts, spare parts, tools, appurtenances, accessories, attachments and appliances now or hereafter installed in, affixed to or placed in such aircraft or used in connection therewith, whether now owned by Debtor or thereafter acquired, and all substitutes, replacements, renewals, additions and accessions to any thereof and all proceeds of any of the foregoing, including all accounts payable under or pursuant to any insurance policies, condemnation or requisition proceedings, or other dispositions of any of the foregoing.

PAN AM EXPRESS, INC.
(Debtor)

IRVING LEASING CORPORATION
(Secured Party)

By: _____

Title: _____

Pres.

By: _____

Title: _____

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271505

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 4144-94224C | 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 HOMERAD 0040 404 T12/01 00/00/00 5. Assignee(s) of Secured Party and Address(es) A* |
| 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 | | |

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)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

17.0

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 C

Lease Agreement # 4144-94224
Ref: Master Lease Agreement # 4144-84476

LESSOR TAX I.D. # 94-1081436

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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 15341 Rd. 28-1/2
City Madera County _____ State CA Zip 93638
Attn: Doug White (209) 673-9231

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:

- Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- 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.
- Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 275.60 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.
- Amount Financed:** The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 13,237.05.
- 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:

$$\left[\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Amount to Finance} \right]; \text{ OR}$$

- the then Fair Market Value of each item of Equipment to be purchased, OR
 One Dollar (\$1.00) for all items of Equipment (available only for State and Local Government Leases or with special approval);

plus any accrued late charges and taxes applicable to the transfer of this Equipment.

- (ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right]$$

for a six (6) month period after which time title to the Equipment shall pass to Lessee.

(iii) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above or the Fair Market Value, whichever is less, by providing Lessor with sixty (60) days prior written notice.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. **Early Buyout Option:** At its option beginning with the thirteenth (13th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above-referenced Early Buyout Schedule.

7. **Equipment Upgrade/Add-On:** At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. **Upgrade Credit:** If this Equipment Schedule and Payment Agreement reflects an upgrade credit for equipment to be returned by Buyer to Seller, Buyer agrees to return such equipment to Seller within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. **Financing Statement:** LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Equipment Schedule:

| Qty. | Model | Description | Item List Price | Item (Discount) | Item Net Price | Extended Net Price |
|------|-------|-------------|-----------------|-----------------|----------------|--------------------|
|------|-------|-------------|-----------------|-----------------|----------------|--------------------|

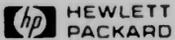
see attached Equipment Schedule

| | |
|-----------------------------|-------------|
| NET PRICE — HARDWARE | \$13,237.05 |
| NET PRICE — SOFTWARE | 0.00 |
| TOTAL NET PRICE — EQUIPMENT | 13,237.05 |
| OTHER COSTS | 0.00 |
| LESS: DOWN PAYMENT/CREDITS | 0.00 |
| AMOUNT TO FINANCE | \$13,237.05 |

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 Aircraft Company Inc.
 BY: John F. S. Sutkatis
Authorized Signature
 NAME/TITLE: JOHN F. SUTKATIS / DIRECTOR M.I.S.
 DATE: 1/18/88



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" e "

EQUIPMENT SCHEDULE :

LEASE #: 4144-94224

| QTY | MODEL | DESCRIPTION | ITEM LIST PRICE(\$) | ITEM DISC | ITEM NET PRICE(\$) | EXTENDED NET PRICE(\$) |
|-----|---------|-------------|---------------------|-----------|--------------------|------------------------|
| 17 | C1001G | TERMINAL | 895.00 | 13.00% | 778.65 | 13237.05 |
| 17 | OPT ABA | U S VERSION | 0.00 | 0.00% | 0.00 | 0.00 |

| | |
|---------------------------|----------|
| NET PRICE-HARDWARE | 13237.05 |
| NET PRICE-SOFTWARE | 0.00 |
| ----- | |
| TOTAL NET PRICE EQUIPMENT | 13237.05 |
| OTHER COSTS | 0.00 |
| LESS DOWN PAYMENT | 0.00 |
| ===== | |
| AMOUNT TO FINANCE | 13237.05 |

* Indicates software item

SHIP TO: BALTIMORE AIRCOIL COMPANY INC
 15341 RD 28 1/2
 MADERA, CA 93638
 DOUG WHITE (209) 673-9231

523 40

271500

| | | | |
|--|--|---|------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented | 3. Bank Note No. |
| 1. Debtor(s) (Last Name First) and Address(es): MGR Enterprises, Inc. 1517 Ritchie HWY, Suite L-7 Arnold, Maryland 21012 | 2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013 | 4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 RECORD TAX 210.00 #048160 023T R03 T11:56 AM 02/09/88 | |
| 7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) <u>Furniture, Fixtures, Equipment and Supplies Collateral.</u> All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds. Subject to Recordation Tax \$30,000.00 consideration @7/1000 = \$210 tax | | 5. Assignee(s) of Secured Party, Address(es): | |
| <input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered | | 6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in item 7. | |
| 8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] MGR Enterprises, Inc. By <u>Michael B. Roberts</u> President By <u>Isaac Z. [Signature]</u> [Signature] | | AMERICAN SECURITY BANK, N.A. By <u>Carol Ann Ketterer</u> Vice-President Secured Party(ies) [or Assignee(s)] | |

ASB 8.43 (REV. 9/84)
P. 10/84

FINANCING STATEMENT

UCC-1

1100 21000

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271507

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

No. of Additional Sheets Presented

3. Bank Note No.

1. Debtor(s) (Last Name First) and Address(es):
MGR Enterprises, Inc.
1517 Ritchie HWY, Suite L-7
Arnold, Maryland
21012

2. Secured Party(ies) Name(s) And Address(es)
 AMERICAN SECURITY BANK, N.A.
15th & PENNSYLVANIA AVE. N.W.
WASHINGTON, D. C. 20013

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

RECORD FEE 11.00
#046170 0237 R03 711:57
AM 02/08/88

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

Receivables Collateral: All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, 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 the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables")

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

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

Proceeds Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]

MGR Enterprises, Inc.
By Michael H. Roberts President
Debtor(s) [or Assignor(s)]

AMERICAN SECURITY BANK, N.A.
By Carol Ann Ketterer
Vice-President Secured Party(ies) [or Assignee(s)]

ASB 8 43 (REV 9/84)
P. 10/84

FINANCING STATEMENT

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No. 871503

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Michaelson, Krause, Ferris & Newell PA
Address 215 Main St. Annapolis, Md. 21401

2. SECURED PARTY

Name AT+T
Address 123 Market Pl. 2th fl.
Balt. Md. 21202

RECORD FEE 11.00
POSTAGE .50
#046190 0237 R03 T11459
02/05/88

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)

Merlin II communication's system and associated equipment

CHECK THE LINES WHICH APPLY

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

x *Ben Michaelson, Jr.*
(Signature of Debtor)

x Benjamin Michaelson, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Denise St. John
(Signature of Secured Party)

DENISE ST JOHN
Type or Print Above Signature on Above Line

1100

ANNE ARUNDEL

523

43

271503

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):

Rosenblum, Gloss, Niad & Dietz, P.C.
Name or Names—Print or Type

2660 Riva Road, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2120 L Street, N.W., Suite 220, Washington, D.C. 20037
Address—Street No., City - County State Zip Code

2. Secured Party:

Naron & Wagner, Chartered
Name or Names—Print or Type

114 E. Lexington St., Ste. 400, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

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

See Attached List

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

RECORD FEE 11.00

POSTAGE .50

H046270 0237 RUB T12:25

02/09/88

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): Rosenblum, Gloss, Niad & Dietz, P.C.

SECURED PARTY:

John S. Gloss
(Signature of Debtor)

John S. Gloss, President

Type or Print

(Signature of Debtor)

Type or Print

Naron & Wagner, Chartered

(Company, if applicable)

Sylvan J. Naron
(Signature of Secured Party)

Sylvan J. Naron, President

Type or Print (Include title if Company)

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

Name and Address Elliott Cowan, 233 E. Redwood St., Baltimore, MD 21202

11:50

- a. Equipment. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by Debtor to Secured Party, and all proceeds thereof in any form whatsoever.
- b. Accounts. 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.
- c. Client Lists. All of Debtor's client lists, including but not limited to the exclusive right to service such clients.

271600

523 45

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any) NONE

| | | |
|--|---|---|
| 1. Debtor(s) (Last Name First) and address(es): Doug Nettles & Associates, Inc. d/b/a Outfitters of Annapolis 326 First Street Yacht Haven Complex Annapolis, MD. 21403 | 2. Secured Party(ies) and address(es): AT&T Credit Corporation P.O.Box 86178 Seattle, Washington 98188 | For Filing Officer (Date, Time, Number, and Filing Office): RECORD FEE <u>AM</u> 12.00 POSTAGE .50 #015140 C055 R04 713+15 02/08/08 |
| 4. This financing statement covers the following types (or items) of property: All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds. "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 Credits presented: _____

Doug Nettles & Associates, Inc. d/b/a
Outfitters of Annapolis
By: DMR JLL Fres Pres Pres (Signature(s) of Debtor(s))

AT&T Credit Corporation
By: [Signature] (Signature(s) of Secured Party(ies))

Filed with:
Anne Arundel Clerk of Circuit Court

271671

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

| | | | | |
|---|------------|---------------------------------|---------------|--------------|
| <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> |
| PROGRAM RESOURCES, INC., a Maryland corporation | | 703 Giddings Avenue Suite M4 | Annapolis, MD | 21401 |

| | | | | |
|--|------------|---------------|-------------|--------------|
| <u>Name of Secured Party or assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
| SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006 | | | | |

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

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 11.00
RECORD TAX 700.00
POSTAGE .50
#045130 T055 104 115416

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

CHECK THE LINES WHICH APPLY

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

- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING

The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$ 650,000 ^{of which 100,000 is payable paid in}

Debtor(s) or assignor(s) Anne Arundel County

| | |
|--------------------------------|---------------------------------------|
| <u>PROGRAM RESOURCES, INC.</u> | <u>Sovran Bank/DC National</u> (Seal) |
| | (Corporate, Trade or Firm Name) |

| | |
|---------------------------------------|--|
| By: <u>[Signature]</u> | BY: <u>[Signature]</u> |
| <u>Larry A. Davis, Vice President</u> | Signature of Secured Party or Assignee |
| (Type or print name under signature) | <u>Richard J. Dean, First Vice President</u> |
| | (Owner, Partner or Officer and Title) |
| | (Signatures must be in ink) |

BY: _____

SOVRAN BANK/DC NATIONAL
1801 K Street, N.W.
Washington, D.C. 20006
ATTN: Mr. Richard J. Dean

RETURN TO:

11.50
700 tax

The collateral covered by this Financing Statement is:

(a) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, 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 the Debtor's business, including, but not limited to, those accounts, contract rights and general intangibles involving any one or more departments or agencies of the United States Government or of any one or more of the State governments, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively the "Receivables").

(b) Furniture, Fixtures, Equipment, Supplies and Inventory Collateral. All of the Debtor's present and future furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereafter used or useable or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

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271672
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[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Prince George's County, Maryland
 - (2) in the Land Records of Anne Arundel County, Maryland
 - (3) with Maryland State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

1. Debtor:
WILLIAM F. CHESLEY

Address of Debtor:
13401 Oak Grove Road
Upper Marlboro, Maryland 20772

2. Secured Party:
SOVRAN BANK/MARYLAND,
a banking corporation
organized and existing
under the laws of the
State of Maryland

Address of Secured Party:
6610 Rockledge Drive
Bethesda, Maryland 20817

RECORD FEE 17.00
POSTAGE .50

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning

1700
SD

02/08/00

apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the

use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

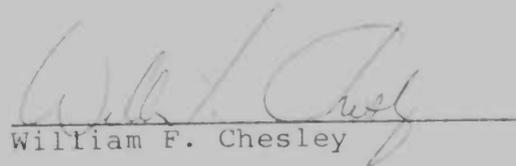
4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, Maryland, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: February 8, 1988


William F. Chesley

Mr. Clerk: Please return to:

Matthew D. Osnos, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

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Exhibit "A"

Unit numbered Two (2), in the subdivision know as "CROFTON II CONDOMINIUM", as per plat thereof recorded in Plat Book E-37, at plats 9, 10, and 11, as established pursuant to Condominium Declaration made by 301-Fifty Associates Limited Partnership, a Maryland Limited Partnership, recorded in Liber 4526, at folio 711 among the Land Records of Anne Arundel County, Maryland, together with its undivided interest in the common elements appurtenant thereto. Being in the 2nd Election District of said County.

523 52

[TO BE CROSS INDEXED]

271003

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County, Maryland
 - (2) in the Land Records of Anne Arundel County, Maryland
 - (3) with Maryland State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| 301-FIFTY ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership | 1639 Route 3 North Crofton, Maryland 21114 |
| 2. Secured Party: | Address of Secured Party: |
| SOVRAN BANK/MARYLAND, a banking corporation organized and existing under the laws of the State of Maryland | 6610 Rockledge Drive Bethesda, Maryland 20817 |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

RECORD FEE 15.00

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

.50
AM

#045300 C075 R04 T16106

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning

02/08/88

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apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the

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use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

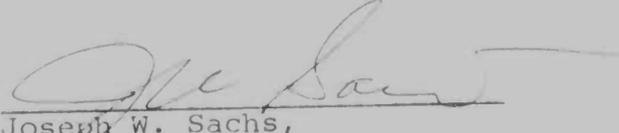
4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

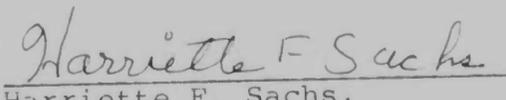
5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, Maryland, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:
301-FIFTY ASSOCIATES LIMITED
PARTNERSHIP, a Maryland
limited partnership

Dated: February 8, 1988

By: 
Joseph W. Sachs,
General Partner

By: 
Harriette F. Sachs,
General Partner

Mr. Clerk: Please return to:

Matthew D. Osnos, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

523 55

Exhibit "A"

Unit numbered One (1), in the subdivision know as "CROFTON II CONDOMINIUM", as per plat thereof recorded in Plat Book E-37, at plats 9, 10, and 11, as established pursuant to Condominium Declaration made by 301-Fifty Associates Limited Partnership, a Maryland Limited Partnership, recorded in Liber 4526, at folio 711 among the Land Records of Anne Arundel County, Maryland, together with its undivided interest in the common elements appurtenant thereto. Being in the 2nd Election District of said County.

523 56

FTPS

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) Larry Croff & Doris 1644 Eton Way Crofton, MD 21114 | 2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company P. O. Box 637 1133 Old Hickory Drive Mechanicsville, VA 23111 |
|--|---|

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 266170 Dated: 2-10-87

| | | | |
|---|--|--|--|
| 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 508
PAGE 270

RECORD FEE 10.00
POSTAGE .50
#046530 CITY R04 113167

02/09/88

4. This transaction is exempt from the Recording Tax.

Filed with:

Dated: February 2, 19 88 By: Ford Motor Credit
(NAME OF SECURED PARTY)
B. Y. Matthews

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

1550

File No. _____

102
ad.

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

523 57

1. (Not to Be) ~~(To Be)~~ Recorded in the Land Records
(strike inapplicable words)

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

271607

| | |
|---|--|
| <p>3. Name and address of debtor(s)</p> <p>L.D. Burkindine Sheet Metal, Inc. 903 Sunnybrook Court Glen Burnie, Maryland 21061</p> | <p>4. Name and address of secured party</p> <p>Marox Leasing Company 31 Pickburn Ct. Hunt Valley, Maryland 21030</p> |
|---|--|

5. Name of assignee of secured party:

Address:

RECORD FEE 11.00

POSTAGE .50

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

1 - Canon P.C., S/N 16266

#046710 CTTT 004 113-00

A.H. 02/07/04

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) L.D. Burkindine Sheet Metal, Inc. Secured Party Marox Leasing Co.

By Lawrence D. Burkindine, Sr. Title Pres By Louise E. Neutze

Lawrence D. Burkindine, Sr.
(On above line, type or print name(s) of person(s) signing)

Louise E. Neutze
(On above line, type or print name of person signing)

11/50

FINANCING STATEMENT

271603

Debtor(s)

Date: Feb. 2, 1988

Name: Charles J. Pienkowski
 Address: 1130 SevernView Dr.
 Crownsville, M.D. 21032

Secured Party: Tower Federal Credit Union
 P.O. Box 123
 Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Boat- See Addendum

2. If above described personal property is to be affixed to real property, describe real property.
 N/A

3. Proceeds of collateral are are not covered.

4. Products of collateral are are not covered.

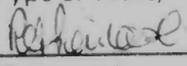
5. This transaction is is not subject to a recordation tax.

If subject to tax: Amount Financed \$10,800.00 Recordation Tax \$89.50

Circuit Court of Anne
 Arundel
 County

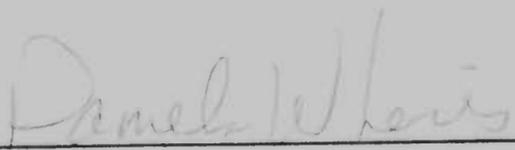
Debtor(s): 
 (Signature)

CHARLES J. PIENKOWSKI
 (Type or Print)


 (Signature)

RITA A. PIENKOWSKI
 (Type or Print)

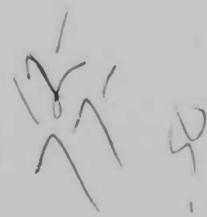
Secured Party:
 Tower Federal Credit Union

By: 

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
 P.O. Box 123
 Annapolis Junction, Maryland 20701



523 59



Tower Federal Credit Union

"ADDENDUM BOAT"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Consumer Credit Disclosure Statement to which this Addendum is attached, in and to the following described personal property:

Collateral: Boat or Vessel

New Old

Year: 1986

Description: Marine Concept / sail boat

Make and Model: Rob Roy 23

Length: 22' 8"

Serial Number: ^

Tonnage: 2200 lbs

Equipment (included as part of the collateral):

Outboard Engine: 75 HP Honda

Serial No. BF 755170 2591

Other: _____

The collateral is to be located at: 1130 Severn View Dr
Crofton, MD 21032

Date: 1st Feb 1988

X [Signature]
DEBTOR

X [Signature]
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

TFCU #133 (.25M)

FINANCING STATEMENT

271073

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.

523 80

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,000.00. 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)
 Harry B. Schwartz, DDS, PA 815 Ritchie Highway
 Severna Park, MD 21146

RECORD FEE 11.00

RECORD TAX 1.00

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.
 Attention: Gayle A. Haines, Loan Processor Annapolis, MD 21401
 (Type name & Title)

POSTAGE .50

HOMET&O UT77 804 114103

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
Harry B. Schwartz, DDS, PA (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
2-2820 (3/85)

15 168 50

SCHEDULE A

523

01

- 1 - Biotec CU-PW-V Corner Unit #87632
- 1 - Biotec 1-SD4 Eagle Delivery #87633
- 1 - Dental E-2000 Chair Top SN 11298 Base SN 3794
- 1 - Dental EZ Series 3 Dr Stool SN 18603
- 1 - Dental EZ Series 3 Assist Stool (Loaner Royal)
- 1 - Kavo 181-3000 Restorative Kit SN 44477
- 1 - Dentech Dr's Cart CT - 500 SN 7558
- 1 - Healthco Alabama Cabinet
- 1 - Belmont Ceiling MT Light SN 607452
- 1 - Air Tech Dryer
- 1 - Denstply Cave Jet SN 01577 HDPC SN 01499
- 1 - Kavo 655-1001 - FO System L Source SN 24431 Tub SN 26126 HDPC 42392

FINANCING STATEMENT

523 62
271613

- 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 \$ 40,000.00 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) _____

All Seasons's Glass & Screen Center #2 Inc. 7 Old Solomons Island Road
Annapolis, MD 21401

RECORD FEE 11.00

RECORD TAX 280.00

6 Secured Party _____ Address _____
First Federal Savings & Loan Association of Annapolis 1832 George Ave.
Attention: Gayle A. Haines, Loan Processor Annapolis, MD 21401
(Type name & Title)

POSTAGE .50

#046770 CIVIT R04 114104

02/09/03

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
All Season Glass & Screen Center #2, Inc. _____ (Seal) _____ (Seal)
BY: Richard Bishop _____ (Seal) _____ (Seal)
Richard Bishop, President

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.

117 880-50

523

63

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

ANNE ARUNDEL

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

NOT SUBJECT TO RECORDATION TAX

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 258372

Date of Filing 09-10-85

Record Reference 489-366

Maturity date (if any)

| Name(s) of Debtor(s) (Last Name First) | No. | Street | City | State |
|---|------|----------------|------------|----------------|
| Alarm Technologies, Incorporated | 2455 | Hudson Street, | Annapolis, | Maryland 21401 |

| Name of Secured Party | No. | Street | City | State |
|-----------------------|------|-----------------------|-------------|----------|
| Capital Bank, NA | 5200 | Wisconsin Avenue, NW, | Washington, | DC 20015 |

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:

ASSIGNEE:

Regent Corporation
370 17th Street
#2420
Denver, Colorado 80202

RECORD FEE 10.00
POSTAGE .50
#046790 CTTT 004 TL4403

02/09/85
AH

assignor(s)

Capital Bank, NA

Paula E. Meyerson

Paula E. Meyerson
Assistant Vice President

(Type or print name under signature)

Regent Corporation (Seal)

(Corporate, Trade or Firm Name)

James A. Lee, Jr. VP

Signature of Secured Party or Assignee

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

10-50

STATE OF MARYLAND
523 65
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY
Identifying File No. 271611

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

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

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

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

RECORD FEE 11.00

POSTAGE .50

#046800 CTTT RD4 11407

02/09/00

1. DEBTOR

Name Belmont T.V. of Virginia, Inc.
Address 3437 Ft. Meade Road, Laurel, Md. 20810

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 10400 Connecticut Avenue, Suite 402, P.O. Box 285
Kensington, Maryland 20895

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

3. Maturity date of obligation (if any) _____

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

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

Name and address of Assignee

CHECK THE LINES WHICH APPLY financed by Borg-Warner Acceptance Corporation.

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)

Belmont T.V. of Virginia, Inc.

(Signature of Debtor)

Arthur Lehmann

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

(Signature of Secured Party)

John S. Joseph

Type or Print Above Signature on Above Line

11/50

523

66

271612

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 4/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack E. Jones, Jr.
Address 13009 Van Bradey Road, Upper Marlboro, MD 20772

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

-New John Deere 655 2 wheel drive utility tractor
S/N M00655A360416

-New John Deere 50" midmount mower
S/N M02760X557394

RECORD FEE 11.00

POSTAGE .50

#046830 DTT 004 114113

02/01/88

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)

Jack E Jones Jr.
(Signature of Debtor)

Jack E. Jones, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals & Sales
(Signature of Secured Party)

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

1150

523 67

271613

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 4/24/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kent Vernon Gessford, Inc.
Address 1521 Kellam Road, Shadyside, MD 20764

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- New John Deere 855 Utility Tractor
S/N M00855 P490177
- New John Deere 52 Loader
S/N TY0052 L004378
- Used J.D. #7 Backhoe
S/N TY0007A 002398

RECORD FEE AN 11.00
POSTAGE .50
#046860 UTTT 004 T1911
02/01/89

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)

K. V. Gessford
(Signature of Debtor)

Kent Vernon Gessford, Inc.
Type or Print Above Name on Above Line

Kent V. Gessford
(Signature of Debtor)

Kent Vernon Gessford
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

11/50

523 68

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 271621

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

| | |
|---|--|
| <p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Brown & Moore Builders, Inc. 2128 Espey Court Suite B Crofton, Maryland 21114</p> | <p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Ave. 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

6. Return to: Secured Party (Md.)

POSTAGE .50

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.

004 114421
02/09/00
All

DEBTOR:

SECURED PARTY:

Timothy H. Moore
(Type Name)

By: [Signature] (SEAL)
(Timothy H. Moore)

By: _____ (SEAL)

THE PARADIES DISTRIBUTING CO.

By: [Signature]
John J. Mulkey Vice President/Treasurer

12-23 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

1150

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

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

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

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

523 70

FINANCING STATEMENT AND SECURITY AGREEMENT

File No
271615

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

| | |
|--|---|
| 1. DEBTOR(S) and Address(es): (last name first) Brown & Moore, Inc. 2128 Espey Court, Suite B Crofton, Maryland 21114 | 2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230 |
|--|---|

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00

POSTAGE .30

#046940 CTTT RM 114120

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.

02/09/00
BH

DEBTOR:

SECURED PARTY:

Brown & Moore, Inc.
(Type Name)
 By: *Timothy H. Moore* (SEAL)
 Timothy H. Moore, Pres.
 By: _____ (SEAL)

THE ZAMOISKI CO.
 By: *John J. Mulkey*
 John J. Mulkey Vice President/Treasure
 _____ 19____
(Date Signed by Debtor)

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

11.50

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

523

71

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

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

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

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

523 72

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) CORNISH 430 BALI. ANNAP BLVD SEVERNA PARK 213241756 AB | 2. SECURED PARTY(IES) and ADDRESS(ES) NATHANIEL H JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, OH | 3. MATURITY DATE (If Any) 30NOV89 FOR FILING OFFICER (Date, Time and Filing Office) |
|---|---|--|

4. This statement refers to original Financing Statement bearing File No 480-67-254729

Filed with ANNE ARUNDEL MD Date Filed 30NOV84

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. _____

Number of Additional Sheets Presented 02FEB88

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

STANDARD FORM - FORM UCC-3

FILING OFFICER COPY - ALPHABETICAL

RECORD FEE 10.00
 POSTAGE .50
 #046730 0777 R04 T14-00
 02/09/88
 AH

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

DEERE CREDIT SERVICES INC.

523 73

271617

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: 3618 ANNAPOLIS RD BOX 235
CITY & STATE: LANSAN MD 20706

| | | | |
|---------------------------|-------|----------------------------------|------|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| BRIAN V. BIBLE | | 7-2-88 | |
| 1627 WALKER DR | | ACCOUNT NO | TAB |
| FT BEADE MD | 20753 | 267007227 | 4631 |

Filed with: ARYE ARUNDEL

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 10.50
POSTAGE .50
#047540 0345 004 115+06
(2/08/88)

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

\$ 1479.75

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

Brian V. E Bible
BRIAN V. BIBLE

DEBTOR

BY *Michael H. Walker*
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11-1050
1050

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber

Roll No. 453

Page No. 220

Identification No. 243924

Dated August 25, 1982

1. Debtor(s) } B - W, Inc. T/A Ralph Brown Buick, Inc.
 Name or Names—Print or Type
 7965 Ritchie Highway - Glen Burnie, MD. 21061
 Address—Street No. City—County State Zip Code

2. Secured Party } Mercantile-Safe Deposit and Trust Company
 Name or Names—Print or Type
 766 Old Hammonds Ferry Rd. - Linthicum, MD. 21090
 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: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00

POSTAGE .50

#047550 0345 NOV 7 1982

02/08/82

AH

Dated: January 28, 1988

Mercantile-Safe Deposit & Trust Co.

Name of Secured Party

Regina M. Frank
Signature of Secured Party

Regina M. Frank, Asst. V.P.

Type or Print (Include Title if Company)

RETURN TO: PAUL J. SCHWAB, ESQ.
Suite 502, 401 Washington Avenue
Towson, Maryland 21204

1580

11-50

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 271613

88-873
A.A.

FINANCING STATEMENT

523 75

1. Debtor (S):
 Name or Names—Print or Type
George's Restaurant, Inc. T/A George's Restaurant & Pizzeria
8499 Fort Smallwood Road, Pasadena, MD
 Address—Street No., City - County State Zip Code

2. Secured Party:
 Name or Names—Print or Type
HARBOR LEASING ASSOC.
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).

| QTY. | DESCRIPTION | REC. # | RESAL. # | QTY. | DESCRIPTION | REC. # | RESAL. # |
|--------|--|------------------------------|----------|------|---|------------|----------|
| 5 | Diamond Blending Soda Pies | 44 94 | | 1 | Belmont Open Hearth Gas Range | 27 | |
| 24 | Sevens Mopie Pies | | | 1 | Delfield 2 Burn Fryer | 4151-4 | 150729-7 |
| 58 | Sevens Pizzas | | | 1 | Optimal Automatic Oyro Machine | 4-118 | |
| 82 | Sevens Pizzas | | | 1 | Slide Rear Kiler | 508 | |
| 2 | Sevens Apex Cooking Boards | plastic | | 1 | Garland 4 burner Range w/ single oven | 0-28 | |
| 6 each | Sevens Metaluxe Pizza Screens & Trays | | | 1 | Robert Wilkey Grill Case | 0-287 | |
| 1 | Sevens Buffet Table | PT-18 | | 1 | Piston Deep Fat Fryer | 12 | |
| 1 set | Sevens Belmont Belonging Pizza Cutters, Rollers, Dough Scrapers & Spawlers | | | 1 | Belton Pilsen Creamer Top Pizza Fun | 4-253 | |
| 1 | Sevens Belonging Belonging Cooking Spans, Mops, Turners & etc. | | | 48 | Chester Fast Food Trays | | |
| 24 | Sevens Chairs | Blue Duvet w/High Vinyl Back | | 2 ea | Glenn Cream Machine | | |
| 1 | Sevens Menu Board | Lighted | | 4 ea | Capitol Glass Table, square and round | | |
| | | | | 8 | Sharon Cake Boards | | |
| | | | | 3 ea | Libbey Meltrays & melt & presser boards | Gold Color | |
| | | | | 1 | Sevens Creamer Top Case and Lid Dispenser | | |

4. If above descri
 5. If collateral is

RECORD FEE 12.00
 real property #047770 0345 118 1134
 AM 02/01

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, Owner
 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY
 Harbor Leasing Associates
 (Company, if applicable)

 (Signature of Secured Party)
 Mark M. Caplan, partner
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

12-

STATE OF MARYLAND

523 76

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 2955 FOLIO 0305 ON 9/29/87 (DATE)

1. DEBTOR

Name Northward Corp. dba Pasadena 4A Rentals
Address 8004 Jupershole Road, Pasadena, MD 21122; Anne Arundell County

2. SECURED PARTY

Name Reli Financial Corp. RECORD FEE 13.00
Address P.O. Box 797 POSTAGE .50
Northbrook, IL 60065-0797 #047930 1345 R04 T15136
Person And Address To Whom Statement Is To Be Returned If Different From Above.

02/09/88
AH

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.) Amendment</p> |
| <p>Amend Debtor's Name as Follows: <u>Northward Corp. t/a Pasadena Rentals & Sales</u></p> | |

Deleen Heymann
~~Northward Corp. dba Pasadena 4A Rentals~~
Reli Financial Corp. SENIOR ACCOUNT ADMINISTRATOR

Dated 1/25/88
Reese Diggs Jr.
NORTHWARD CORP (Signature of Secured Party) REESE DIGGS JR. PRES
~~DBA PASADENA RENTALS & SALES Corp.~~
Type or Print Above Name on Above Line

271619

523 77

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax

To be Recorded in Land Records
(For fixtures only)

Principal amount is \$ 1645.00

Name of Debtor(s)
Arthur C. Smith

Address
7711 Queens Pk. Rd.
Pasadena, MD 21122

Secured Party
Bill's Marine Service

Address
Star Route 1 Box 141
Oakland, MD 21550

Assignee of Security Interest

Address

First United National Bank & Trust

19 S. Second St.
Oakland, Md. 21550

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

1986 Polaris Trail Boss New 1329495

2. The collateral property is affixed or to be affixed to the following real estate:

RECORD FEE 11.00

POSTAGE .00

#047960 0345 004 113421

ALL 02/07/77

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

Debtor(s)

Arthur C. Smith

Secured Party (or Assignee)

FIRST UNITED NATIONAL BANK & TRUST

By

[Signature]

AUP
Cashier

Arthur C. Smith
(Type or print names under signatures)

ASSIGNED

1150

BOOK 4545 PAGE 733

271020

523

78

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County And Among The
Financing Statement Records
Of The State Department Of
Assessments And Taxation.

Subject To Recording Tax On
Principal Amount Of
\$96,450.00 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: ARLINGTON CUSTOM HOMES, INC.
Post Office Box 890
Millersville, Maryland 21108
Attention: Ms. Nancy F. Kreller
2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL,
F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending
Division
3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest in and to the
following: RECORD FEE 23.00
- a. All plant, equipment, apparatus, machinery, fittings, POSTAGE .50
appliances, furniture, furnishings, and fixtures, and 114:23
other chattels and personal property and replacements 02/09/87
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 one (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:

ARLINGTON CUSTOM HOMES, INC.,
A Maryland Corporation

By: *Nancy F. Kreller* (SEAL)
Nancy F. Kreller,
President

Date: January 26, 1988

BOOK 4545 PAGE 736
523 81

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) 7069

EXHIBIT "A"

BOOK 4545 PAGE 737
523 82

BEING KNOWN AND DESIGNATED AS Lot Number One (1), as shown on
a Plat entitled Revised Plat, "Mills Property", which Plat is recorded
among the Land Records of Anne Arundel County, Maryland in Plat Book
107, folio 33.

Mail to

Hyatt & Co

STATE OF MARYLAND

523

83

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. \$ NONE

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

This financing statement Dated February 3, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 1003

1. DEBTOR

Name James I. Humphrey, Jr.
Address 850 St. Admonds Place, Annapolis, MD 21401

2. SECURED PARTY

Name ZGM Associates Limited Partnership
Address 201 Thomas Johnson Drive, Frederick, MD 21701

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.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .30
HQ48970 0345 R04 T10946
02/10/88

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]
(Signature of Debtor)
James I. Humphrey, Jr.
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
ZGM Associates Limited Partnership
Type or Print Above Signature on Above Line

JAMES I. HUMPHREY, JR.

523

84

SCHEDULE A

All the Debtor's right, title and interest in The Old Columbia Pike/29 Limited Partnership (the "Partnership"), a Maryland limited partnership formed pursuant to the terms of an Amended and Restated Certificate of Limited Partnership dated as of September 30, 1981 and recorded on October 14, 1981 in Liber 0387, Folio 682 among the Land Records of Montgomery County, Maryland; as amended by an Amended and Restated Agreement of Limited Partnership dated as of September 30, 1981 and recorded on October 14, 1981 in Liber 0387, Folio 687 among the aforesaid Land Records; as further amended by an Amendment to Amended and Restated Agreement of Limited Partnership dated as of September 30, 1981 and recorded on October 14, 1981 in Liber 0387, Folio 714 among the aforesaid Land Records; as further amended by a Second Amendment to Amended and Restated Agreement of Limited Partnership dated as of February 3, 1988 and recorded among the aforesaid Land Records (all of the aforementioned documents are hereinafter collectively referred to as the Agreement), including without limitation any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any interest whatsoever of the Debtor, to which the Debtor is entitled as owner of partnership interests, whether general or limited, in the Partnership or any interests in the Partnership which the Debtor may hereafter acquire, and all proceeds thereof.

523 85

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271601

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

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

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

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

1. DEBTOR

Name Smith, Stanley F. T/A Stan's Lawncare and Landscaping

Address 119 East Bay View Dr. Annapolis, Md 21403

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

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

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 14.00
POSTAGE .50

"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 348160 0777 R04 109-14
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061
02/10/00

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)

Stanley F. Smith T/A Stan's Lawncare and Landscaping
See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

LARRY F. KIMMEL ADMIN. V.P.
Type or Print Above Name of Secured Party

1450

523

88

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Stanley F. Smith T/A Stan's Lawncare and Landscaping
Defense Hwy. 450 & 178 Annapolis, MD 21401 119 East Bay View Dr. Annapolis, MD 21403

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 Itemized amounts. Includes items like 'One (1) 1987 Navistar Model 1654 Dump Truck' and 'One (1) New M&M Trailer 18''. Total contract price is \$38,542.24.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 119 East Bay View Dr. Annapolis 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 eight thousand five hundred forty two and 24/100 Dollars (\$ 28,542.24)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of April 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 594.63 and the final installment being in the amount of \$ 594.63

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.

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. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein. Buyer agrees: at Buyer's 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, or 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 kind 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: February 2, 19 88
Accepted: Baldwin Service Center, Inc. (SEAL)
BUYER(S)-MAKER(S): Stanley F. Smith (SEAL)
T/A Stan's Lawncare and Landscaping (Print Name of Buyer-Maker Here)
By: Stanley F. Smith owner (SEAL)
Co-Buyer-Maker: Stanley F. Smith, owner (SEAL)
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by

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

INITIALS
523
HERE

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

Identifying File No. 271625

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

523 87

1. DEBTOR

Name Annapolis Pipeline, Inc.
Address 4828 S. Polling House Rd. Harwood, MD 20776

2. SECURED PARTY

Name Furnival Machinery Company
Address 7135 Standard Drive Hanover, MD 21076

Associates Commercial Corporation, P. O. Box K-224, Richmond, VA 23288

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) Komatsu Model WA380 Wheel Loader SN/ 10008
complete with all present and future attachments, accessories,
repairs, additions, replacement parts and the proceeds thereof.

Assigned to: Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

RECORD FEE 11.00

POSTAGE 1.00

#048170 1777 104 10211

02/10/01

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)

Annapolis Pipeline, Inc.

X William E. Sims
(Signature of Debtor)

William E. Sims, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath
(Signature of Secured Party)

J P WREATH

Type or Print Above Signature on Above Line

523 - 88 271626

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 recording 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 Simpson Electrical Company, Inc.
Address Bestgate Road & Barbara Dale Lane Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00

POSTAGE .50

MD 16210 OTTT ROAD 7092

02/10/

AW

3. Maturity date of obligation (if any) _____

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

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Simpson Electrical 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.

523 89

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Simpson Electrical Company, Inc.
Defense Hwy. 450 & 178 Annapolis, MD 21401 Bestgate Road & Barbara Dale Lane Annapolis, MD 21401

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 Itemized Costs. Includes items like CASH SALE PRICE, DOWN PAYMENT in Cash, 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: Bestgate Road & Barbara Dale Lane, Annapolis, 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 six thousand four hundred twenty nine and 76/100 Dollars (\$ 26,429.76)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 4th day of March, 1988, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 734.16 and the final installment being in the amount of \$ 734.16

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. Buyer acknowledges that before the execution of this contract Seller 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.

INITIAL HERE

Date: February 3, 1988
Accepted: Baldwin Service Center, Inc. (SEAL) Simpson Electrical Company, Inc. (SEAL)

By: [Signature] Pres. By: [Signature] (SEAL)
Co-Buyer Maker: Josiah H. Tice Jr. (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

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

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, encumbrance, 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) 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 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 entering into this contract, Buyer and an 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.

_____(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 other 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 (herein named "Buyer") of any due of such sum payable thereunder, 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 same 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 hereon 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 hereon; 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 hereon 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 renewal 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 said 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 if to induce Assignee to accept this assignment and endorsement.

Date: _____ 19____ (Witness) _____ By: _____ (Signature, Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

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 February 3, 1968

between Baldwin Service Center, Inc. as Seller Lessor Mortgagee and Simpson Electrical Company, Inc. Bestgate Road & Bailare Dale Lane 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, 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 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 26,429.76 IN WITNESS WHEREOF, we have hereunto set our hand and seal this February day of 1968

Baldwin Service Center, Inc.

(Seller Lessor Mortgagee)

By F. Gregory Toddman Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

523

92

271637

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))
 JOHNSON GERALD T.
 5 FAIRVIEW STREET
 LAUREL MD 20707

2. Secured Party(ies) Name(s) and Address(es)
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

3. The Debtor is a transmitting utility.

4. To Filing Office: Date, Time, No. Filing Office
 RECORD FEE 11.00
 #048060 0777 004 105120

5. This Financing Statement covers the following types (or items) of property:
 1980 COMMODORE
 SERIAL # 14641411202
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 Products of the collateral are also covered.

6. Appoint(s) of Secured Party and Address(es)
 GUARDIAN 14 X 65
 AND INCLUDING ALL FURNITURE, FIXTURES,
 GREEN TREE ACCEPTANCE INC.
 2209 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

7. Name of a Record Owner
 This statement is to be indexed in the Real Estate Records.

8. Describe Real Estate Here:
 No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

9. 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 materials or the like (including oil and gas) is on.
 *Describe Real Estate in Item 8.

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 Consignee(s), or
 Lessee(s) and Lessor(s).

By: Gerald T. Johnson 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

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax.

523

93

Clerk of The Circuit Court of Anne Arundel County

271023

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

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

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ _____

Identifying File No. _____

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

1. DEBTOR (OR ASSIGNOR)

Name HOMEOWNERS & CONTRACTORS, INC.

Address 111 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name BALDWIN SERVICE CENTER, INC.

Address 41 Defense Highway

Annapolis, MD 21401

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

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

One (1) Used INTERNATIONAL Backhoe, Model 260A, S/N 202946 complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00

#048240 C777 R04 109117

02/10/00

AH

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

HOMEOWNERS & CONTRACTORS, INC.

(Signature of Debtor or Assignor)

George A. Edwards

(Signature of Debtor or Assignor)
George A. Edwards, President

EQUIPMENT FINANCE, INC.

(Signature of Secured Party or Assignee)

Michael W. Kuntz

(Signature of Secured Party or Assignee)
Michael W. Kuntz, Vice President

1150

523

64

271000

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)

Tri-State Marine Distributors, Inc.
Rt. 256 Box 100
Deale, MD 20751

2 Secured Party(ies) and Address(es)

ITT Commercial Finance Corp.
110 Boggs Lane Suite 380
Cincinnati, OH 45246

3 For Filing Officer

(Date, Time, Number, and Filing Office)

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

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

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

RECORD FEE 11.00

POSTAGE

#048230 ITT 104 109120

02/10/80

AH

Check if covered:

Products of Collateral are also covered

No. of additional sheets presented:

Filed with Anne Arundel County

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Tri-State Marine Distributors, Inc.

By: ITT Commercial Finance Corp.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Eff. 1/1/79

STATE OF MARYLAND

523 95

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 501146

RECORDED IN LIBER 393 FOLIO 761 ON 5/10/83 (DATE)

1. DEBTOR

Name Community Foods, Inc.

Address 336 East 25th Street, Baltimore, Maryland 21218

2. SECURED PARTY

Name Morgan Bank (Delaware)

Address 902 Market Street, Wilmington, Delaware 19801

Scrivner, Inc., Legal Department, 5701 N. Shartel, OKC, OK 73118
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#048090 0777 R04 T09124
02/10/88
AH

3. Maturity date of obligation (if any) _____

| | | |
|---|---|--|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |
| | <p>_____</p> | |
| | <p>_____</p> | |

5627439

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Dated _____

MORGAN BANK (DELAWARE)

By: Philip S. Detjens
(Signature of Secured Party)

PHILIP S. DETJENS

Type or Print Above Name on Above Line

1050

523

96

271030

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)
Trans Union Information Company
Inc., Union Credit Bureau
7240 Parkway Drive Suite 400
Hanover, MD. 21076

2. Secured Party(ies) and address(es)
Stone Mountain Financial Services
Incorporated
First Ave. & Main Street
Atlanta, GA. 30084
Tucker

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

RECORDED FEE 11.00
8048310 0717 804 109423
8/10/88

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

(3) Mats Terminal Location: 7240 Parkway Drive
Suite 400
S/N: ADU410290, ADU410291, Hanover, MD. 21076
ADU410293
County: Hanover #1024

5. Assignee(s) of Secured Party and
Address(es)
Citizens and Southern
National Bank
Box 4431
Atlanta, GA. 30302-4431

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:

Trans Union Information Company Inc.,
Union Credit Bureau

Stone Mountain Financial Service Incorporated

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.

271001

523 97

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)
Tran Union Information Company,
Inc., United Credit Bureau
7240 Parkway Drive
Hanover, MD. 21076

2. Secured Party(ies) and address(es)
Stone Mountain Financial Service
Incorporation
First Ave. & Main Street
Tucker, GA. 30084

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

RECORD FEE 11.00

MO48300 0777 004 109123

02/10/87

AM

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

(3) ADC EZ Term
S/N K640200035
L640200158
D743700004

Location: 7240 Parkway Drive
Suite 400
Hanover, MD. 21076

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

Citizens and Southern Nation
Bank
Box 4431
Atlanta, GA. 30302/4431

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:

Trans Union Information Company Inc.,
United Credit Bureau

Stone Mountain Financial Service Incorporated

By:

[Signature]
Signature of Debtor(s)

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11/0

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

523 99

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. 261370 recorded in
Liber 497 Folio 34 on 04/16/86 at Anne Arundel County

1. DEBTOR(S)
Name(s) M Video, Inc.
Address(es) 1149 Marlboro Rd., Luthian, Md. 20711

2. SECURED PARTY
Name Maryland National Bank
Address 3400 Baltimore Blvd., College Park, Maryland 20740

Person and Address to whom Statement is to be returned if different from above.
CLDRU 7474 Greenway Center Dr. Suite 110, Greenbelt, Md. 20770

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
#048570 DT7 104 109-25
(02/10/86)
AA

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Betty Hensley
Betty Hensley, Branch Officer

(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.

10.30

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 523 100 271633

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 2/5/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Bakeries, Inc.
Address P.O. Box 846, Abingdon, MD 21009

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Crain Highway, Glen Burnie, MD 21061

Charles W. Ayres, Jr., P.O. Box 670, 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) None

4. This financing statement covers the following types (or items) of property: (list)
All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at 163 Jennifer Road, Annapolis, Maryland. All Debtor's inventory.

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)
Crow-Annapolis Limited Partnership Shopping Center
163 Jennifer Road, Annapolis, MD (also known as Annapolis Fashion Festival)

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

BALTIMORE BAKERIES, INC.

(Signature of Debtor)

Dain Zinn, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

STEPHEN G. BOYD, Senior Vice President
Type or Print Above Signature on Above Line

DT 56

523 101 271031

RECEIVED

MARYLAND FINANCING STATEMENT

FEB 1 1986

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

McCALL HANDLING CO.

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

1. LESSEE: Northward Corp. DBA Pasadena 4A Rental & Sales
(Name or Names)

8004 Jumpers Hole Rd., Pasadena, MD 21122
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: McCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 12.00

POSTAGE .50

3. ASSIGNEE (if any) of LESSOR: Hyster Credit Corporation
111 SW Fifth Avenue
Suite 2700
Portland, Oregon 97204

#048590 C77 004 10912

AH 02/10/86

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

(1) Hyster Model H40XL
Serial Number A177B16784G

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

LESSEE

LESSOR

Northward Corp. DBA
Pasadena 4A Rental & Sales

McCALL HANDLING CO.

By: _____
(Title)

By: TANET L. KUHN
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: McCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

1250



STATE OF MARYLAND

523 102

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256328

Page 309
RECORDED IN LIBER 484 FOLIO ON April 23, 1985 (DATE)

1. DEBTOR

Name Southward Corporation d/b/a Annapolis 4 A Rentals & Sales

Address 1919 Lincoln Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Owatonna Manufacturing Company, Inc. and/or OMC Acceptance, Inc.

Address County Road #45 North, P.O. Box 547, Owatonna, Minnesota 55060

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

3. Maturity date of obligation (if any) None

CHECK FORM OF STATEMENT

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

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

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

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

TERMINATION

Secured Party no longer claims a security interest under the Financing Statement bearing file number shown above.

Dated January 28, 1988

Wm. M. Kingman
(Signature of Secured Party)

Wm. M. Kingman

Type or Print Above Name on Above Line

10

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

X (check if applicable) To Be Recorded in the Land Records at Anne Arundel County

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. 264490 recorded in Liber 504 Folio 427 on 11/7/86 at Circuit Court, Anne Arundel County

1. DEBTOR(S): Croftac, Inc.
 ADDRESS(ES): P.O. Box 190
Owings, Maryland 20736

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Dennis M. Miller
 ADDRESS: MAILSTOP: 020501, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):
Dackman & Heyman, 2221 Maryland Avenue, Baltimore, MD 21218

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 .30
#048430 CTTT R04 10710
02/10/86
PH

DEBTOR(S): _____
 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: Dennis M. Miller (SEAL)
Dennis M. Miller, Assistant Vice President
 (Type Name and Title)

XX
 XXX
 XXXXXXXXXXXXXXX

1030

523 104
271635

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): } Chatterley Land Development Corporation
Name or Names—Print or Type
2110 Charles Center South, Baltimore, Maryland 21201
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: } Kramon & Graham, P.A., Sun Life Building
Name or Names—Print or Type
20 South Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

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

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

N/A

RECORD FEE 12.00
POSTAGE .50
4048450 0777 004 707131
RH 02/10/87

5. If collateral is crops, describe real estate.

N/A

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

DEBTOR(S):
Chatterley Land Development Corporation
(Signature of Debtor)
By GERARD S. KLEIN President
Type or Print

(Signature of Debtor)

SECURED PARTY:
KRAMON & GRAHAM, P.A.
Sun Life Building
20 S. Charles Street
Baltimore, Maryland 21201
(Company, if applicable)
BY: Andrew Jay Graham
(Signature of Secured Party)
By: Andrew Jay Graham

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:
Name and Address CYNTHIA K. HITT, Esquire, 2110 Charles Center South,
Lucas Bros. Form F-1 36 South Charles Street, Baltimore, MD 21201

1230

EXHIBIT A

The Collateral covered hereby is as follows:

All right, title and interest in and to Debtor's eighty percent (80%) partnership interest as general partner in Chatterleigh Limited Partnership; the entitlements to partnership distributions, if any, including but not limited to operating profits, distribution of property in kind and distributions of income from water and sewer charges; and all other rights, claims and entitlements, now owned or hereinafter acquired in goods, accounts receivable, contract rights, instruments, documents, general intangibles, stocks, bonds, notes, interests in partnerships, securities, assignments, drafts and all other personal property of Debtor.

271636

523 108

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

Chatterley Land Development Corporation

1. Debtor(s):

Name or Names—Print or Type
 2110 Charles Center South, Baltimore, Maryland 21201

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:

Cadwalader, Wickersham & Taft

Name or Names—Print or Type
 100 Maiden Lane, New York, New York 10038

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 Exhibit A.

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

N/A

RECORD FEE 12.00

POSTAGE .50

4048460 DT77 R04 109101

AP 02/10/68

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):

Chatterley Land Development Corporation

(Signature of Debtor)

BY: GERALD S. KUFIN, President

Type or Print

(Signature of Debtor)

SECURED PARTY:

Cadwalader, Wickersham & Taft
 100 Maiden Lane
 New York, New York 10038

(Company, if applicable)

By: [Signature], PARTNER

(Signature of Secured Party)

BARRY J. DICHTER, PARTNER

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

Name and Address CYNTHIA K. HITT, Esquire, 2110 Charles Center South,
 Local Bus. Form F-1 36 S. Charles Street, Baltimore, MD 21201

↑
1250

EXHIBIT A

The Collateral covered hereby is as follows:

All right, title and interest in and to Debtor's eighty percent (80%) partnership interest as general partner in Chatterleigh Limited Partnership; the entitlements to partnership distributions, if any, including but not limited to operating profits, distribution of property in kind and distributions of income from water and sewer charges; and all other rights, claims and entitlements, now owned or hereinafter acquired in goods, accounts receivable, contract rights, instruments, documents, general intangibles, stocks, bonds, notes, interests in partnerships, securities, assignments, drafts and all other personal property of Debtor.

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. 245689 recorded in Liber 457 Folio 449 on 1/7/83 at Anne Arundel County

1. DEBTOR(S) RT MIDWAY ASSOCIATES c/o Russell-William, Ltd.
 ADDRESS(ES) 9176 Red Branch Road
Columbia, Maryland 21045

2. SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION Claude Patrick
 ADDRESS MAILSTOP 500-501, 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. _____

RECORDED FEE 10.00
POSTAGE .30
#049300 0345 004 T1312
02/10/83
AA

DEBTOR(S) _____
 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 Claude M. Patrick (SEAL)
Claude M. Patrick
 Commercial Services Officer
 (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.

10.50

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. 264318 recorded in Liber 504 Folio 289 on 10/23/86 at Anne Arundel County

1 DEBTOR(S): Advantage Book Binding, Inc.
 ADDRESS(ES): 85 Dover Road
Glen Burnie, Maryland 21061

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: ACCU
 ADDRESS: MAILSTOP: 500-501 Post Office Box 987, Baltimore, Maryland 21208

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 .30
00/10/86
AA

DEBTOR(S): _____
(Signature necessary only if there 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 Laura R. Richardson (SEAL)
Laura R. Richardson
Commercial Banking Officer
(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.

10-50

271610

523 112

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 \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____
Broadcast Sports Technology, Inc. 2135 Espey Court, Suite 14
Crofton, Maryland 21114

6. Secured Party: Maryland National Bank Address: Department ACCU
Attention: Lisa Edwards Post Office Box 687, 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: Broadcast Sports Technology, Inc.

Secured Party: Maryland National Bank

By: John Porter (Seal)
John Porter, President

By: Mark T. Blizzard (Seal)
Mark T. Blizzard, Vice President

By: Peter Larsson (Seal)
 Type name and title, if any
Peter Larsson, Vice President

Type name and title

523 113

271011

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Maturity date (if any)

| | | | | |
|--|-----|------------------|---------|----------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
| Mayfair Associates | | 6820 Elm Street, | McLean, | VA 22101 |

RECORD FEE 27.00

| | | | | |
|-----------------------------------|-----|-----------------------|-------------|----------|
| Name of Secured Party or assignee | No. | Street | City | State |
| Perpetual Savings Bank, F.S.B. | | 2034 Eisenhower Ave., | Alexandria, | VA 22314 |

POSTAGE 30

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

VA 13126
22314
02/19/88
AH

SEE EXHIBIT "A"

RETURN TO:

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

| | |
|--------------------------|-----------------------------------|
| Debtor(s) or assignor(s) | PERPETUAL SAVINGS BANK, F.S.B. |
| MAYFAIR ASSOCIATES | (Seal) |

By: NVL Associates, Inc.

BY: [Signature]
Signature of Secured Party or Assignee

By: [Signature]
(Type or print name under signature)

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

By: Sumnor, Inc.

By: Arthur S. Richards

All its partners

27-15

EXHIBIT A

TO

FINANCING STATEMENT

All of Debtor's right, title and interest in and to any and all of the present and future property, items, and interests described below, now owned or hereafter acquired by Debtor, now or hereafter attached to, situated in, on or about, used in or about, or arising in connection with the land more particularly described on Exhibit "B" attached hereto (the land being herein referred to as the "Real Estate":

- (i) All fixtures equipment, inventory, and personal property, and all renewals, replacements and substitutions thereof and additions thereto (all property described or referred to in this subsection (i) being hereinafter sometimes called the "Personal Property");
- (ii) All portions of the Personal Property which are either fixtures or personal property, tangible or intangible;
- (iii) All building materials and equipment, machinery, and other items of personal property of any kind or character now or hereafter related to, situated upon or used, or acquired for use, upon or in connection with any part of the Real Estate; and
- (iv) All accounts, inventory, instruments, chattel paper, documents, consumer goods, insurance proceeds, leases, contract rights, and general intangibles now, or hereafter related to, any of the Real Estate and the Personal Property, including without limitation the following:
 - (A) All contracts now or hereafter entered into by and between Debtor, as owner, and any contractor, or any other party, as well as all right, title, and interest of Debtor in, to, and under any subcontracts, providing for the development on the Real Estate, or the furnishing of any materials, supplies, equipment, or labor in connection with any such development;
 - (B) All of the plans, specifications, and drawings (including, without limitation, plot plans, utility facilities plans, elevation plans, framing plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Real Estate;
 - (C) All agreements now or hereafter entered into with any party with respect to architectural and engineering to be rendered, with respect to the planning, design and development;
 - (D) Any completion bonds, performance bonds, labor and material payment bonds, and any other bonds (and the proceeds therefrom) relating to any of

the Real Estate or to any contract providing for development on any of the Real Estate;

- (E) All rights or awards due to Debtor arising out of any eminent domain proceedings for the taking or for loss of value of any of the real estate;
- (F) All rents, issues, profits, and deposits due to Debtor, as lessor, under any lease covering any of the Real Estate;
- (G) All trademarks, trade names, or symbols under which any of the Real Estate is operated or the business of Debtor at the Real Estate is conducted;
- (H) All accounts receivable arising out of the leasing and operation of or the business conducted at or in relation to, any of the Real Estate;
- (I) All monetary deposits which Debtor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Real Estate;
- (J) All contracts of sale of lots relating to the disposition of any of the Real Estate;
- (K) All products and proceeds arising by virtue of any transaction related to the disposition of any of the Real Estate and Personal Property;
- (L) All permits, licenses, franchises, certificates, and other rights and privileges obtained by Debtor in connection with any of the Real Estate; and
- (M) The balance of every deposit account (now or hereafter existing) of Debtor with Secured Party (or any agent, affiliate, or subsidiary of Secured Party) and any other claim of Debtor against Secured Party (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Debtor which at any time shall come into the possession, custody, or control of Secured Party (or any agent, affiliate, or subsidiary of Secured Party).

The Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust and Security Agreement dated the 8th day of FEBRUARY, 1988 from Mayfair Associates to Hope P. Quinn and Wendy R. Sharp, Trustees, for the benefit of Perpetual Savings Bank, F.S.B., as security for the repayment of the indebtedness and performance of the obligations therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in such Deed of Trust and Security Agreement all of 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 assignee may determine.

Debtor shall have the right to substitute articles of equal or greater value for any of those covered hereby provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

EXHIBIT A B

DESCRIPTION OF
 THE PROPERTIES OF SEVERN PROPERTIES, INC.
 AND MARYLAND DEVELOPMENT COMPANY
 2nd ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

Being all of that parcel of land described in a deed from Grace C. Young, widow, to Severn Properties, Inc., a Maryland corporation, dated August 6, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4431 at Folio 334, also being all of that parcel of land described in a deed from Elizabeth B. Purdham, Life Tenant, to Smart Ltd., doing business as, Maryland Development Company, A Body Corporate of the State of Maryland, dated December 30, 1986 and recorded among the aforesaid Land Records in Liber 4404 at Folio 422 and being more particularly described as follows:

Beginning for the same at a point in the centerline of the original Reidel Road, said point being at the beginning of the first (1st) or South 42°38'55" West, 540.09 foot deed line, as described in PART TWO of the aforesaid deed recorded in Liber 4431 at Folio 334 and thence running with and along the first (1st) deed line and in the said original centerline of Reidel Road.

1. South 42°38'55" West, 540.09 feet to a point, thence leaving said centerline and running with and along the second (2nd) through the eighth (8th) deed lines as described in the aforesaid deed recorded in Liber 4431 at Folio 334, the following seven (7) courses and distances
2. North 44°28'55" West, 369.88 feet to an iron pipe found, thence
3. South 45°30'42" West, 79.57 feet to a point thence
4. North 49°09'53" West, 381.09 feet to a point, thence
5. South 41°20'25" West, 60.00 feet to a point, thence
6. South 76°54'34" West, 35.79 feet to a point, thence
7. North 04°09'53" West, 40.91 feet to a point, thence
8. North 41°20'25" East, 60.00 feet to a point, thence running with and along all of the ninth (9th) deed line or North 49°09'53" West, 290.06 foot line, as described in PART TWO and also running with and along all of the third (3rd) deed line or North 49°09'53" West, 105.00 foot line, as described in PART ONE of the aforesaid deed recorded in Liber 4431 at Folio 334 the following course and distance
9. North 49°09'53" West, 395.06 to a point on the third (3rd) or South 48°25' West, 1033.54 foot deed line as described in a deed from James L. Purdham and Elizabeth B. Purdham, his wife to Edwin B. Young and Grace C. Young, his wife, dated September 13, 1955 and recorded among the aforesaid Land Records in Liber 963 at Folio 367, thence running with part of said deed line the following course and distance
10. South 41°04'48" West, 426.69 feet to an iron pipe found on the northerly right of way line of Bangers Road (30 feet wide). thence leaving said point and binding on said right of way the following course and distance
11. North 54°35'59" West, 768.61 feet to an iron pipe found, thence leaving said right of way and running reversely with and along part of the fifth (5th) or South 48°12' West, 1102.75 foot deed line as described in the aforesaid deed recorded in Liber 4404 at Folio 422, the following course and distance

12. North 40°33'18" East, 1090.19 feet to an iron pipe found, thence running reversely with and along the fourth (4th) or North 40°50' West, 200 foot deed line as described in the aforesaid deed recorded in Liber 4404 at Folio 422, the following course and distance
13. South 48°39'34" East, 200.00 feet to an iron pipe, thence running reversely with and along all of the third (3rd) or North 41°35' West, 681 foot deed line as described in the aforesaid deed recorded in Liber 4404 at Folio 422, and with and along all of the eleventh (11th) or South 49°09'53" East, 1110.86 foot deed line as described in PART TWO of the aforesaid deed recorded in Liber 4431 at Folio 334, the following course and distance
14. South 49°09'53" East, 1790.69 feet to the point of beginning; containing 150,1364.25 square feet or 34.4666 acres of land.

Said description as prepared by M. K. Enterprises, Peter P. Knotgias, Registered Land Surveyor, Maryland Registration No. 10319, 2139 Espey Court, Suite 3, Crofton, Maryland 21114, per its plat of the property dated January 26, 1988.

BEING all of the same properties conveyed to MAYFAIR ASSOCIATES, a Virginia General Partnership, by separate Deeds dated February 8, 1988, from Severn Properties, Inc. and SMART, LTD., doing business as Maryland Development Company, respectively, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

AND BEING the same property conveyed by MAYFAIR ASSOCIATES, a Virginia General Partnership, to MAYFAIR ASSOCIATES, a Virginia General Partnership, by its Confirmatory Deed dated February 8, 1988, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

n40911ms.ex2

BLUMENTHAL, MAYOR, DOWNS, & OFFUTT, P.A.

ANNAPOLIS, MARYLAND
ATTN: DAVID S. BRUCE, ESQ.

523 119

271012

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,000.00
- To Be Recorded in Land Records (For Fixtures Only).

- | NAME | ADDRESS | | |
|--|--------------|---------------------------------------|--------------|
| 1. Debtors(s) (or assignor(s)) | No. | Street | City State |
| Metropolitan Ambulance Service, Inc. | | 6051 Belle Grove Rd. | |
| Baltimore, Maryland | 21225 | | |
| | | | |
| 2. Secured Party (or assignee) | | 31 Light Street Baltimore, Md. | 21202 |
| SOVRAN BANK / MARYLAND | | | |
| 3. This Financing Statement covers the following types (or items) of property: | | | |

"See Schedule A"

RECORD FEE 11.00
 RECORD TAX 36.00
 POSTAGE .50
 #047970 CITY REC T14:41
 02/10/88

AH

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: | Debtor(s) or Assignor(s) |
| SOVRAN BANK / MARYLAND | Metropolitan Ambulance Service, Inc. |
| By: <u>Carol J. Marple</u> | BY: <u>Morris Helman</u> |
| Type Name <u>Carol J. Marple</u> | Morris Helman, Vice President |
| Title <u>Vice President</u> | |

Type or Print Name and Title of Each Signature

15
50
50

523 120

METROPOLITAN AMBULANCE SERVICE, INC.

SCHEDULE A

1-2460 KEY SERVICE UNIT
1-A.C. LINE SURGE PROTECTOR
2-STATION A CARDS
1-STATION B CARD
2-COU LINE CARDS
9-12 BUTTON NON DISPLAY TELEPHONES
2-12 BUTTON DISPLAY TELEPHONES
1-2460 DSS/BLF CONSOLE
4-ELECTRONIC SINGLE LINE TELEPHONES
1-REMOTE DIAGNOSTICS
2-C.O. LIGHTNING PROTECTOR BLOCKS
1-HOOK UP OF CUSTOMER OWNED PAGING

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & C Landclearing Company, Inc.
Address P.O. Box 66 Odenton, Maryland 21113

2. SECURED PARTY

Name Sequa Financial Corporation
Address 420 Lexington Ave. New York, NY 10170

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)

Two (2) Morbark Model 22RXL Total Chiparvestors
Serial Numbers 1428, 1463

RECORD FEE 11.00
POSTAGE .50
#04780 CT17 R03 714:41
02/10/89
AH

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)

Wayne Beatty (President)
(Signature of Debtor)

B & C Landclearing Company, Inc.
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

J. W. Moll Atty-in-Genl
(Signature of Secured Party)

SEQUA FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

523 122

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271011

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3431.41

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

This financing statement Dated DEC 10, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DENAL L. UPCHURCH
Address 17 SARRENDALE DR SEVERNA PARK MD 21159

13628

2. SECURED PARTY

Name AVCO
Address P.O. BOX 447 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 24.50
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)

#048000 CTTT R03 T14:47
02/10/88

PH

Denal L. Upchurch
(Signature of Debtor)

DENAL UPCHURCH
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

2450.80

523 123

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 271015

FINANCING STATEMENT

1. Debtor(s):
Frederick L. Willard
Name or Names—Print or Type
120 West Water Street, Centreville, Maryland 21617
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:
Andrews, Miller & Associates, Inc.
Name or Names—Print or Type
508 Maryland Avenue, Cambridge, Maryland 21613
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Assignment of Moneys Payable Under Promissory Note dated April 14, 1986, from Harbor Mist Limited Partnership to Frederick L. Willard in the principal amount of \$300,000 secured by Purchase Money Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated April 14, 1986 from Harbor Mist Limited Partnership to Yvonne M. Kisiel and Walter P. Stone, Trustees for the benefit of Frederick L. Willard.

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

RECORD FEE 11.00
POSTAGE .50
8048030 6777 R03 T14:48
02/10/88
RH

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

[Signature]

(Signature of Debtor)
Frederick L. Willard

Type or Print
1/90

(Signature of Debtor)

Type or Print

Andrews, Miller & Associates, Inc.
(Company, if applicable)
By: *[Signature]*

(Signature of Secured Party)
HAROLD M. MILLER, JR. SEC-TREAS.

Type or Print (Include title if Company)

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

Name and Address: Michael C. Vaeth, Esquire
108 Green Street
P. O. Box 341
Snow Hill, Maryland 21863
LH-100 (Rev. 1-81)

523 124 271618

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

| | |
|--|--|
| 1. DEBTOR(S) and Address(es) HR L Enterprises, Inc. P.O. Box 54304 Washington DC 20032 1179 Goldfinch Lane, Millersville, Md. 21108 | 2. SECURED PARTY and Address SIGNET BANK MARYLAND P.O. Box 17060 Baltimore, Maryland 21202 Attn: <i>Wanda Tuck</i> |
|--|--|

3. This Financing Statement covers the following types (or items) of property ("Collateral"). All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other: *IBM at 1.2MB high capacity disk drive; Pacemk 24101 10wire ptr, par wire 5/11 77-01267; Cable- printer parallel 9'; Maynard 60M w/stand adap 5/11 238725; Maynard datacassette 600;*

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax, (Md.) Principal amount of debt initially incurred is: \$ 15,475.90

| | | | |
|-------------------------------------|---------------------------------|------------------|----------|
| DEBTOR: | SECURED PARTY: | RECORD FEE | 11.00 |
| | | RECORD TAX | 108.50 |
| | | POSTAGE | .50 |
| By: <u><i>Helmut H. Hercher</i></u> | By: <u><i>Selma Cherian</i></u> | #048110 CITY R03 | 115:05 |
| <i>Helmut H. Hercher, Pres.</i> | <i>Selma Cherian, CB</i> | | 02/10/88 |
| | <u>10/9/87</u> | | |

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

*11
108.50
50*

Anne Arundel
County of MD

STATE OF MARYLAND

523 125

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271617

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

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

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

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

1. DEBTOR

Name HARDIN-HUBER, INC.
Address 1230 Cronson Boulevard Crofton, MD 21114

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street Elkridge, Maryland, 21227

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

3. Maturity date of obligation (if any) _____

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

(1) Ingersoll-Rand air compressor model P175WD sn 165783

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee
Concord Commercial Corporation
210 Goddard Boulevard
King of Prussia, PA 19406

RECORD FEE 11.00

POSTAGE .50

#049120 0777 R03 115:05

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)

02/10/88

MH

(If 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)

Michael J. Huber - President
(Signature of Debtor)

HARDIN-HUBER, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bradley W. Berger
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

11-50

523 126

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No. 271013

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

| | |
|--|---|
| 1. DEBTOR(S) and Address(es): (last name first) | 2. SECURED PARTY |
| SMITH & RAWLINGS, INC. 3305 Harness Creek Road Annapolis, MD 21403 | THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230 |

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

SMITH AND RAWLINGS, INC.

(Type Name)

By: Millie J. Rawlings (SEAL)
Secretary-Treasurer

By: _____ (SEAL)

THE PARADIES DISTRIBUTING CO.

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

January 19 88
(Date Signed by Debtor)

RECORD FEE 11.00

049130 0777 R03 115:06

02/10/88

AX

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

11

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

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

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

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory, and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

523 128

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271610

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

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

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

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

1. DEBTOR

Name George Williams d/b/a Williams Bros. Paving

Address 2048 Horseshoe Circle, Jessup, MD 20794

RECORD FEE 12.00
POSTAGE .50

#048140-0777 P03 115:07

02/10/88

AF

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL, INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One (1) New 1988 Mauldin Super Paver, Serial Number 88-4-117ST

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Williams, d/b/a Williams Bros. Paving

George Williams
(Signature of Debtor)

George Williams

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

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. 256260 recorded in Liber 484 Folio 210 on 4/19/85 at Anne Arundel County, MD

1 DEBTOR(S): Diamond Engineering Corporation
 ADDRESS(ES): 5540 Harford St.
Churchton, Md. 20733

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION ACCU Dept.
 ADDRESS MAILSTOP: 500-501 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. RECORD FEE 10.00

8. POSTAGE .50

#048160 0777 R03 715:09

02/10/88

AT

DEBTOR(S): _____

SECURED PARTY: Maryland National Bank
 BY Thomas Coleman (SEAL)
 Thomas Coleman

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.

10.50

3327 8

523 131

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

271650

Morning Glory Florists, Inc.

Name or Names - Print or Type

1. LESSEE(S)

177 Defense Highway, Annapolis, MD 21401

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-GDM-47 FC Floral Display Case

1-Bally Walk-in Cooler

RECORD FEE 11.00

POSTAGE .50

#048220-CTTY ROS 115:12

02/10/88

AH

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): **Morning Glory Florists, Inc.**

LESSOR: L-J Leasing Company

By: Teresa A Hunter
Signature of Lessee

By: Louise E Neutze
Signature of Lessor

TERESA A. HUNTER, Pres.

Louise E. Neutze, Mgr.

Type or Print

By: _____
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



89-5703

1762072
2509, 249

624444

523 132

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 474 Page No. 325
Identification No. 252499 Dated 7/11/81

1. Debtor(s) { Washington Homes, Inc.
Name or Names—Print or Type
Chandler Center, P.O. Box 1006, Waldorf, Maryland 20601
Address—Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street, Baltimore, Maryland 21201
Address—Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
H048330 ST17 R03 115423
02/10/88
AM

Dated: May 18, 1987

The First National Bank of Maryland
(Name of Secured Party)
Louis P. Mathews, Jr.
(Signature of Secured Party)
Louis P. Mathews, Jr., Vice President
Type or Print (Include Title if Company)

PLEASE RETURN TO ~~THE ABOVE DEBTOR~~
DUNN TITLE COMPANY
P.O. BOX 84
DUNKIRK, MD. 20754

10.50

A-7473

523 133

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 460 Page No. F 167
Identification No. 246675 Dated March 29, 1983

1. Debtor(s) { John M. Pauley & Carolyn J. Pauley
Name or Names—Print or Type
7905 E. Riverside Dr. 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

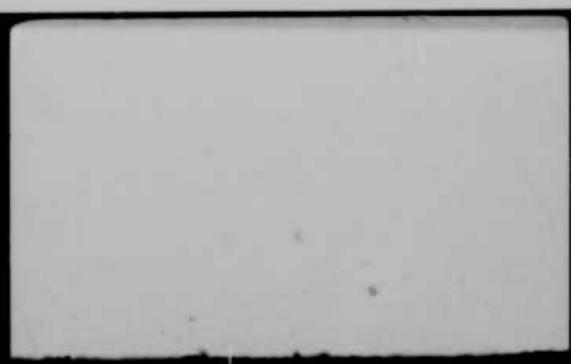
3. Maturity Date (if any) _____ RECORD FEE 10.00
POSTAGE .33
4. Check Applicable Statement: 8050060 0040 R04 115-3
02/10/83
ATT

| | |
|--|---|
| <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: MAR 03 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)

Return to: Central Maryland Title Co.
7310 Ritchie Hwy, Suite 210
Green Broom, Maryland 21061

10.00
5
↑



271072

This FINANCING STATEMENT is presented to a Filing Office 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)
 BRADFORD GLEN V.
 BRADFORD SHEILA A.
 427 WEST TELEGRAPH RD.
 SEWREN PA 17384

2. Secured Party(ies) Name(s) and Address(es)
 EDNA TR BROKERS & RECO. INC.
 P.O. BOX 240
 HANOVER PA 17331

3. The Filing Office, Date, Time, No. Filing Office

4. This Financing Statement covers the following types (or items) of property
 1981 LIBERTY
 SERIAL # 10118451
 APPLIANCES (A) APPLIANCES THEREIN AND THEREON
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 LIMITED WARRANTY PURCHASE AGREEMENT UNDER RETAIL INSTALLMENT CONTRACT
 AND INCLUDING ALL FURNITURE, FIXTURES,
 LIBERTY 14 X 45
 GREEN TREE ACCEPTANCE INC.
 RECORD FEE \$2.00
 2200 WEST WOODBINE BLVD
 WOODBINE VA 22179

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

6. 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 materials of the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

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

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):
 which is proceeds of the original Collateral described above at which a security interest was perfected, or
 acquired after a change in 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)

BRADFORD GLEN V. x BRADFORD SHEILA A. x EDNA TR BROKERS & RECO. INC.

By x *Bradford Glen V. Bradford Sheila A.* By *[Signature]*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL 12

(3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

AH

523 135

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) Ryan Homes, Inc. 100 Ryan Court Pittsburgh, PA 15205 | 2. Secured Party(ies) and address(es) Pittsburgh National Bank, as Agent Fifth Avenue and Wood Street Pittsburgh, Pennsylvania 15265 Attn: Commercial Real Estate Dept. | 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>004590 514-71</u> Filed with <u>Clk. of Cir. Ct. Anne Arundel Co. MD</u> on <u>July 1, 1987</u> | | RECORD FEE 10.00 POSTAGE .50 004590 514-71 REC 11:51:17 02/10/88 AH |
| 5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" 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. | | |

Said Financing Statement is amended as set forth in Exhibit A hereto which is made part hereof.

No. of additional Sheets presented

By: Ryan Homes, Inc. Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: Pittsburgh National Bank, as Agent Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3 1550

EXHIBIT A

The description of the collateral covered by the Financing Statement to which this amendment relates, as set forth in Exhibit I which is attached to and made a part of such Financing Statement, is amended by adding the following paragraphs thereto:

Notwithstanding the generality of the foregoing, the collateral described herein shall not include any of Debtor's right, title or interest in any residential home, dwelling or structure that is subject to an agreement of sale now or hereafter entered into between the Debtor and a third party or which has been sold, or in materials, inventory, equipment or fixtures located in, at or affixed to any such residential home, dwelling or structure.

Notwithstanding the Secured Party's security interest in the agreement of sale relating to and the proceeds of the sale of, any residential home, dwelling or structure, the purchaser of a residential home, dwelling or structure or any agent acting in respect of such sale may pay the purchase price and any other amounts owing under any such agreement of sale to the Debtor unless and until said purchaser or agent receives notice pursuant to a further amendment to this financing statement to pay the purchase price and such amounts directly to the Secured Party.

523 137

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

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

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

Ryan Operations G.P.
100 Ryan Court
Pittsburgh, PA 15205

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

Pittsburgh National Bank, as Agent
Fifth Avenue and Wood Street
Pittsburgh, Pennsylvania 15265
Attn: Commercial Real Estate Dept.

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No.

004600 514-69
clk. of Cir.Ct. Anne Arundel Co., MD July 1 87
Date Filed 19

HO45270 6777 RO3 T15:15

- 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.

02/10/88
AH

Said Financing Statement is amended as set forth in Exhibit A hereto which is made part hereof.

No. of additional Sheets presented:

Ryan Operations, G.P.

Pittsburgh National Bank, as Agent

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

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

STANDARD FORM - FORM UCC-3

10.50

(1) Filing Office Copy - Retain

EXHIBIT A

The description of the collateral covered by the Financing Statement to which this amendment relates, as set forth in Exhibit I which is attached to and made a part of such Financing Statement, is amended by adding the following paragraphs thereto:

Notwithstanding the generality of the foregoing, the collateral described herein shall not include any of Debtor's right, title or interest in any residential home, dwelling or structure that is subject to an agreement of sale now or hereafter entered into between the Debtor and a third party or which has been sold, or in materials, inventory, equipment or fixtures located in, at or affixed to any such residential home, dwelling or structure.

Notwithstanding the Secured Party's security interest in the agreement of sale relating to and the proceeds of the sale of, any residential home, dwelling or structure, the purchaser of a residential home, dwelling or structure or any agent acting in respect of such sale may pay the purchase price and any other amounts owing under any such agreement of sale to the Debtor unless and until said purchaser or agent receives notice pursuant to a further amendment to this financing statement to pay the purchase price and such amounts directly to the Secured Party.

BC-6131

DOCUMENTARILY STAMPS
PAID ON DEED OF
TRUST

F/S 60 (1)

523 139
271001

FINANCING STATEMENT

→ TO BE RECORDED AMONG THE
CHATTEL RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

Date: *February* 1988

1. NAME AND ADDRESS
OF DEBTOR:

RACE AND HANOVER LIMITED
PARTNERSHIP, a Maryland limited
partnership
c/o The Parkway Companies
7223 Parkway Drive
Suite 209
Hanover, Maryland 21076

RECORD FEE 18.00

2. NAME AND ADDRESS
OF SECURED PARTY:

CONFEDERATION LIFE INSURANCE
COMPANY
321 Bloor Street East
Toronto, Canada M4W 1H1

POSTAGE .50

#051000 C345 R04 T14437

RECEIVED

PH

3. PURPOSE:

This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust of even date herewith (the "Deed of Trust"), between the Debtor, as grantor, and Merrill A. Yavinsky and Mallory Walker, as trustees, as security for a loan made by the Secured Party to the Debtor.

4. PROPERTY COVERED:

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof,

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

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or substitutions therefor, and all rents, issues and profits therefrom, and all present and future security deposits delivered in connection therewith; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all

building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER: The Record Owner of the land and premises is the Debtor.

6. PROCEEDS: Proceeds of the property are covered.

RACE AND HANOVER LIMITED PARTNERSHIP, a Maryland limited partnership

[Corporate Seal] ATTEST:

By: Kent and York, Incorporated, a Maryland corporation, General Partner

By: Roberta O. Coda
Robert O. Coda, Secretary

By: Leslie Legum
Leslie Legum, President

Return to:
Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

SCHEDULE "A" TO FINANCING STATEMENT

523 142

BEING KNOWN AND DESIGNATED as Lot No. 24, as shown on a plat entitled, "Section 9, Parkway Industrial Center," which plat is recorded among the Land Records of Anne Arundel County at Plat No. 53, folio 21. The improvements thereon being known as No. 7266 Park Circle Drive.

RECORDED
AT THE CLERK'S OFFICE
OF ANNE ARUNDEL COUNTY
MAY 14 1968

DOCUMENTARY STAMPS
PAID ON DEED OF
TRUST

523 143

271053

FINANCING STATEMENT

→ TO BE RECORDED AMONG THE
CHATTEL RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

Date: February, 1988

- 1. NAME AND ADDRESS OF DEBTOR: RACE AND HANOVER IV LIMITED PARTNERSHIP, a Maryland limited partnership
c/o The Parkway Companies
7223 Parkway Drive
Suite 209
Hanover, Maryland 21076
- 2. NAME AND ADDRESS OF SECURED PARTY: CONFEDERATION LIFE INSURANCE COMPANY
321 Bloor Street East
Toronto, Canada M4W 1H1
- 3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust of even date herewith (the "Deed of Trust"), between the Debtor, as grantor, and Merrill A. Yavinsky and Mallory Walker, as trustees, as security for a loan made by the Secured Party to the Debtor.
- 4. PROPERTY COVERED: This Financing Statement covers the following types (or items) of property:

RECORD FEE 22.00
POSTAGE .50
#051070 0345 R04 714280
02/11/88
ADJ

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

22

thereof, or substitutions therefor, and all rents, issues and profits therefrom, and all present and future security deposits delivered in connection therewith; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting

Equipment; and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

- 5. RECORD OWNER: The Record Owner of the land and premises is the Debtor.
- 6. PROCEEDS: Proceeds of the property are covered.

RACE AND HANOVER IV LIMITED PARTNERSHIP, a Maryland limited partnership

[Corporate Seal]
ATTEST:

By: Kent and York, Incorporated, a Maryland corporation, General Partner

By: Robert A. Casla
Robert A. Casla, Secretary

By: Leslie Legum (SEAL)
Leslie Legum, President

Return to:

~~Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006~~

**ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201**

SCHEDULE "A" TO FINANCING STATEMENT

BEGINNING for the same at point number two (2) on the south side of Park Circle as shown on the plat entitled Section Nine Parkway Industrial Center intended to be recorded among the Land Records of Anne Arundel County, Maryland said point also being point number 18, as shown on the plat entitled Section One Parkway Industrial Center recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 34 at Page 8, leaving said Park Circle and running thence with and binding on the outline of the plat lastly mentioned above and also with the outline of the plat firstly mentioned above:

(1) South $34^{\circ} 51' 30''$ West 250.00 feet, to point number 17, as shown on the plat secondly mentioned above and to point number 4, as shown on the plat firstly mentioned above thence running with and binding on the outline of said plat the following four (4) courses and distances viz:

(2) North $55^{\circ} 08' 30''$ West 243.11 feet, to point number 6,

(3) 51.91 feet along the arc of a curve to the left having a radius of 485.27 feet to point number 7,

(4) North $34^{\circ} 51' 30''$ East 227.77 feet to point number 34 and,

(5) South $55^{\circ} 08' 30''$ East 93.02 feet to point number 32 on the south side of Park Circle as shown on the plat firstly mentioned above, thence running with and binding on the south side of Park Circle,

(6) South $55^{\circ} 08' 30''$ East 196.93 feet, to the place of beginning containing 1.651 acres of land more or less as now established by C.D. Messick, Jr. & Associates, Inc.

TOGETHER WITH HOWEVER:

1. a 34 feet wide Rail Road Easement and more particularly described as follows:

Beginning for the same at point number 17, as shown on the plat entitled Section One Parkway Industrial Center recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34, at Page 8, said point also being point number 4, as shown on plat entitled Section Nine Parkway Industrial Center, intended to be recorded among the Land Records of Anne Arundel County, Maryland, running thence with and binding on the outline of said plat,

(1) North $55^{\circ} 03' 30''$ West 88.71 feet, to point number 5 as shown on the plat lastly mentioned above leaving the outline of said plat and thence running for the following four (4) courses and distances viz:

(2) 297.18 feet along the arc of a curve to the right having a radius of 376.26 feet to point number 35,

- (3) North 34° 51' 30" East 41.90 feet to point number 34,
- (4) South 55° 08' 30" East 21.01 feet to point number 33,
- (5) 380.23 feet along the arc of a-curve to the left having a radius of 342.26 feet to point number 3, as shown on the outline of the plat lastly mentioned above, thence running with and binding on said outline,
- (6) South 34° 51' 30" West 8.59 feet, to the place of beginning

2. A twenty (20) feet wide storm drain easement, the centerline of which is more particularly described as follows:

Beginning for the same at a point on and distant South 55° 08' 30" East 13.06 feet from point number 34 as shown on the plat entitled Section Nine Parkway Industrial Center, intended to be recorded among the Land Records of Anne Arundel County, Maryland, running thence with and binding on the centerline of the twenty (20) feet wide storm drain easement now being described,

- (1) South 54° 39' 23" West 40.33 feet

SUBJECT TO HOWEVER;

an easement designated as Easement No. 3 recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P 1932, at Folio 74, and more particularly described as follows,

Beginning for the same at the beginning of the second or North 55° 08' 30" West 243.11 feet line of that parcel of land being described hereinabove, running thence with and binding on part of said line,

- (1) North 55° 08' 30" West 113.50 feet, thence leaving said line for the following two (2) courses and distances viz:
- (2) South 62° 17' 30" East 68.21 feet and ,
- (3) South 68° 35' 30" East 47.09 feet to a point on and distant North 34° 51' 30" East 19.42 feet from the end of the first line of that parcel of land being described herein above, thence running with and binding on part of said first line,
- (4) South 34° 51' 30" East 19.42 feet, to the place of beginning

BEING all of Lot 22 as shown on the plat entitled Section Nine Parkway Industrial Center, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book -----53 , folio 21.

STATE OF MARYLAND

County 148

FINANCING STATEMENT FORM UCC-1

Identifying File No. 871053

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 AMPLICON, INC. (Fed. Id. #95-3162444)
Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

885224

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION RECORD FEE 11.00
Address P. O. BOX 6199, ORANGE, CA 92613 POSTAGE .50
#049430-0177-003 714:43

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

02/11/88
AH

3. Maturity date of obligation (if any) _____

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

REF: SCH. 9 (MD) TO GENERAL ELEVATOR COMPANY, INCORPORATED
LEASE OL-1776 (MD), DATED MARCH 13, 1987

- 02 IBM PS/2 MODEL 30-20
- 02 PS/2 MONOCHROME DISPLAYS
- 01 H.P. LASERJET II
- 01 2MB BUFFER LASERJET II
- 03 CABLES
- 01 A/B SWITCH

"including all accessions, additions, replacements, substitutions, and improvements thereto and therefore, and all proceeds (including insurance proceeds) of and from said equipment."

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)

NOT Subject to Recordation Tax

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dodd R. Meyer
(Signature of Debtor)

AMPLICON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janet L. Costanzo
(Signature of Secured Party)

GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

RECEIVED
FEB 1 1988

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 23-149
County

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECEIVED
FEB 1 1988

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

885224

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INCORPORATED (FED. ID #52-0324870)
Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MARYLAND 21090

2. SECURED PARTY

Name AMPLICON, INC. (FED. ID #95-3162444)
Address 2020 EAST FIRST STREET #401; SANTA ANA, CALIFORNIA 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)

RECORD FEE 11.00
POSTAGE .50

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

REF: SCHEDULE 9 (MD) TO LEASE #OL-1776 (MD), DATED MARCH 13, 1987

440 0717 R03 714:44

- (02) IBM PS/2 MODEL 30-20
- (02) PS/2 MONOCHROME DISPLAYS
- (01) H.P. LASERJET II
- (01) 2MB BUFFER LASERJET II
- (03) CABLES
- (01) A/B SWITCH

02/11/88

PH

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS, AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

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)

Not Subject to Recordation Tax

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INCORPORATED
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN ADDRESS ONLY TO
SEARCH UNIT
P.O. BOX 900
SACRAMENTO, CA 95804

Joe

AMPL.

Type or Print Above Signature on Above Line

11/50

523 150

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 270309

Recorded in Libre 519 Folio 211 On 10/22/87

LESSEE/DEBTOR

TELESPECTRUM, INC.
406 Headquarters Drive
Millersville, MD 21108

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, MD 21046

RECORD FEE 10.00
POSTAGE .50
404510 CTTI 403 115:27
02/11/88

A. XXX ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.

B. AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:

C. PARTIAL RELEASE:

D. TERMINATION:
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS, Commercial/Consumer Loan Dept.,
1832 George Avenue, Annapolis, MD 21401
2 Series 60 Pheonix Design Workstations
2 Series 10 Workstations
2 Series 20 Workstations with Series 110 Return
2 Series 20 Workstations
2 36 inch Panels
1 Series 20 Workstation with 48 inch Panel
15 PM502 Task Lights

LESSEE/DEBTOR

TELESPECTRUM, INC.

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY

BY: _____

BY: Deborah Stran-Scherr

PRINT NAME & TITLE

DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609

209
D-05-3

15.50

523 151

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 270310

Recorded in Libre 519 Folio 213 On 10/22/87

LESSEE/DEBTOR

Steele & Faust, P.A.
t/a SPORTS MEDICINE CENTER
104 Forbes Street
Annapolis, MD 21401

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, MD 21046

RECORD FEE 10.00

A. ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it. .50
10/35
11/88

B. AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:

C. PARTIAL RELEASE:

D. TERMINATION:
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS, Commercial/Consumer Loan Dept.,
1832 George Avenue, Annapolis, MD 21401
1 INTER-TEL 1224 ESP Telephone System Including: 1 1224 KSU, 1 COU Line Card,
16 12 Button Non Display Telephones, 3 Station A Cards, 1 A.C. Line Surge Protector
1 12 Button Display Telephone, 1 DSS/BLF Console, 9 Lightning Protectors, 1 Remote
Diagnostics, 1 Battery Back up

LESSEE/DEBTOR

Steele & Faust, P.A.
t/a SPORTS MEDICINE SHOP

LESSOR/SECURED PARTY

BUTLER LEASING COMPANY

BY: _____

BY: Deborah Stran-Scherr

PRINT NAME & TITLE

DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609

209
D-05-3

10.50

271055

523 152

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF _____

FINANCING STATEMENT

1. Debtor(s):

Historic Inns of Annapolis, Wm. Burruss, Jr.
Name or Names—Print or Type

58 State Circle Annapolis, Md. 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.
Name or Names—Print or Type

3141-47 Frederick Avenue, Baltimore, Md. 21229
Address—Street No., City - County State Zip Code

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

(Rental) Kold Draft Ice Machine Model #GB1204WK
Serial #450697G3GU
Kold Draft Bin Model #GBN1200
Serial #442896G3GP

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

RECORD FEE 12.00
POSTAGE .05
POSTAGE .45
#049740 0777 R03 715436

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

02/11/88
AH

DEBTOR(S):

(Signature of Debtor)

Wm. Burruss, Jr.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Carey Sales & Service, Inc.
(Company, if applicable)

Merry Jan Pundzak S/T
(Signature of Secured Party)

Merry Jan Pundzak S/T
Type or Print (Include title if Company)

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

Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Ave., Balto., Md. 21229

Lucas Bros. Form F-1

1750

Historic Inns
AAA county

523 153

271656

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):

John J. Kirilin, Inc. of Baltimore, Md
 Name or Names—Print or Type

801-F Barkwood Court Linthicum, MD 21090
 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:

The Fishmarket Ltd. Partnership
 Name or Names—Print or Type

21 Merchants Row Boston, Mass 02109
 Address—Street No., City - County State Zip Code

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

11 - McQuay Self-Contained Roof-Top Units

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

RECORD FEE 11.10
 RECORD FEE 9.90
 POSTAGE .50
 #049770 0177 R03 115410
 02/11/88

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

A H

DEBTOR(S):

James R. Maiolo, Jr.
 (Signature of Debtor)

James R. Maiolo, Jr.
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Fish Market Limited Partnership
 By: McCourt Maryland, Inc., its
 General Partner
 (Company, if applicable)

By: *Scott D. Bartazzoni*
 (Signature of Secured Party)

Scott D. Bartazzoni
 Type or Print (include title if Company)
 Vice President

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

Name and Address Fish Market Limited Partnership, 21 Merchants Row
Boston, MA 02109

11-30

523 154

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. _____
Identification No. _____ Dated. 1/13/88

1. Debtor(s) { John J. Kirlin, Inc. of Baltimore, Md.
Name or Names—Print or Type
801-F Barkwood Court Linthicum, Md 21090
Address—Street No., City—County State Zip Code

2. Secured Party { Fishmarket Ltd. Partnership
Name or Names—Print or Type
21 Merchants Row Boston, Mass. 02109
Address—Street No., City—County State Zip Code

3. Maturity Date (if any) N/A

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 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> |

- 1) First National Bank of Boston
100 Federal Street
Boston, Mass 02106
- 2) Mortgage Investors Corporation
200 Clarendon Street
Boston, Mass 02116

RECORD FEE 10.00
 POSTAGE .50
 4049780 0777 R03 118:38
 02/11/88
 G V

Date: 1/22/88
 By: Fish Market Limited Partnership
 McCourt Maryland, Inc., its
 General Partner
 Name of Secured Party
 By: Scott D. Bertozzi
 Signature of Secured Party
 Scott D. Bertozzi
 Type or Print (Include Title if Company)
 Vice President

1550

710.50
110.00

523 155

STATEMENT OF ASSIGNMENT

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to Original Financing Statement No. 260680 Dated Mar. 5, 1986 and recorded Liber 495 Page 422

Record in Land Records

DEBTOR Gerald Lebowitz
(Name or Names)

317 E. Doris Avenue - Baltimore, Maryland 21225 A.A. COUNTY
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE,
BALTIMORE, MARYLAND 21203

RECORD FEE 10.00
POSTAGE .50
RECORDED BY TTT AUG 11 15:40
12/11/88

The Secured Party certifies that the Secured Party has assigned to the Assignee designated below, the Secured Party's rights under the above referred to Financing Statement.

AT

ASSIGNEE OF SECURED PARTY Carey Sales & Service, Inc.
(Name or Names)

3141-47 Frederick Avenue, Balto., Maryland 21229
(Street No., City, County, State)

THE CARROLLTON BANK OF BALTIMORE

BY: *J. O. Bromwell, Jr.*
J. O. Bromwell, Jr., Assistant Cashier

DATED: Janaury 26, 1988

10.50

523 158 871059

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Joseph M. Magnolia and John D. Magnolia, Individually
Name and as Co-Partners T/A Nap Equipment Company
Address 845 Holly Drive South Annapolis, MD 20014

2. SECURED PARTY

Name Elliott & Frantz, Inc.
Address 10421 Guilford Road Jessup, MD 20794
Leasing Service, Division of
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 21.00
POSTAGE .50

02/11/88

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:

Leasing Service, Division of
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph M. Magnolia and John D. Magnolia, Individually
and as Co-Partners T/A Nap Equipment Company
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service, Division of
Credit Alliance Corporation

(Signature of Secured Party)

HARRY F. KIMMEL, ADMIN. V.P.

2/5/88

EQUIPMENT LEASE AGREEMENT

Joseph M. Magnolia and John D. Magnolia, Individually and as Co-

"LESSOR": Elliott & Prantz, Inc.

"LESSEE": Partners I/A Rep Equipment Company

Address: 10421 Guilford Road Jessup, MD 20794

Address: 845 Holly Drive South Annapolis, MD 20014

On the 3rd day of February, 1988, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment")...

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks): One (1) 1984 Fiat Allis Crawler Loader Model FL14C, S/N 050882

TOTAL RENT \$ 50,041.80

ADVANCE RENT Paid Herewith \$ -0-

BALANCE OF RENT \$ 50,041.80

No Purchase Option available hereunder Amount to be paid as Purchase Option, if exercised: \$ No Renewal Option available hereunder Amount to be paid as Annual Renewal Option Rent, if exercised: \$

Equipment to be located at: 600 Gallatin Street, N.E. Washington, D.C. 20017

Record Owner of Real Estate:



Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation...

5th day of March, 1988, and continuing on the same date of each month thereafter until paid; the first 35 installments shall each be in the amount of \$ 1,390.05, plus any applicable sales tax, and the final installment shall be in the amount of \$ 1,390.05...

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof...

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair)...

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever...

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Elliott & Prantz, Inc. (SEAL) (Print Name of LESSOR Here)

By: Robert L. Schaeffer VP (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Witness: Secretary

Joseph M. Magnolia and John D. Magnolia, Individually and as Co-Partners I/A Rep Equipment Company (SEAL) (Print Name of LESSEE Here)

By: John Magnolia, Partner (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Witness: Secretary

This instrument was prepared by

CREDIT ALLIANCE CORPORATION

ADDRESS:

3 FINANCING STATEMENT ORIGINAL-FOR FILING

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and reasonable attorney's fees, which are hereby agreed to be 20% of any amount sought and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessor and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-lease value of the Equipment; Lessor remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee 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 Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its 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 located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days' prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions 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 hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor 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 Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the State and County of New York.

_____, (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)
 _____ (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over the CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due thereon or to become due therein and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; 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 Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor 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 Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor'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 Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossession and/or consent to the return of the Equipment and/or modify the terms of the lease.

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

Date: _____ 19 _____ (SEAL) } Signature of Lessor
 _____ (Print Corporate, Partnership or Trade Name or Individual Signature)
 (Witness) _____ (Signature, Title of Office, "Partner" or "Proprietor")

523 159

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 February 3, 1968

between Elliott & Francis, Inc. as Seller-Lessor Mortgagee and Joseph M. Magnolia and John D. Magnolia, individually and as co-Partners and W/A Rep Equipment Company 663 Holly Drive South Annapolis, MD 20614 (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 unmaturred 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 30,041.80 3rd day of February 19 68 IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Elliott & Francis, Inc.
(Seller-Lessor Mortgagee)
By Robert L. Schaeffer

(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.)

523 180

271000

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) Stevens, Ernest Vernell Stevens, Lillian Bernice Holiday Estates Lot #B-12 Jessup, MD 20794 | 2 Secured Party(ies) and address(es) Kona Mobile Home Brokers & Associates, Inc. 1490 Gesna Dr. Hanover, MD 21076 | 3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office): RECORD FEE 12.00 POSTAGE .50 #049680 DT17 HV3 15433 04/11/88 | |
| 4 This financing statement covers the following types (or items) of property 1975 Sparten 66x12 s/n B117427057946 Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party. | | 5 Assignee(s) of Secured Party and Address(es): All Valley Acceptance Co. P.O. Box 668 Uniontown, PA 15401 | |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. | | Filed with: | |
| Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented | | | |
| Ernest Vernell Stevens & Lillian Bernice Stevens By <u>[Signature]</u> Signature(s) of Debtor(s) | | Kona Mobile Home Broker's & Associates By <u>[Signature]</u> Signature(s) of Secured Party(ies) Title | |

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (Use in Most States)

523 181

PRINTED FOR AND SOLD BY JOHN C. ...
1326 WALNUT ST., PHILADELPHIA, PA 19102

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) Severn Surveys Inc. 189 Maryland Ave. Rt 3 South Millersville, MD 21108 | No. of Additional Sheets Presented 2 Secured Party(ies) Name(s) and Address(es) Meritor Savings Bank 1234 Market Street Philadelphia, PA 19107 "CMLBKG" | 3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer: Date, Time, No. Filing Office |
|---|--|--|

5 This statement refers to original Financing Statement No. BK 509 ID 26533 filed (date) 3-11-87 with CLK Anne Prandel Co MD

- 6 A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)
Change of Address: 479 Jumpers Hole Road, Severna Park, MD 21196

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

RECORD FEE 12.00
POSTAGE .50
#049840 CT77 RUS 113441
03/11/88

Severn Surveys Inc. Meritor Savings Bank

By Arlene Fischer Signature(s) of Debtor(s) (only on amendment) Asst. V.P.
By Anthony Kupcinski Signature(s) of Secured Party(ies)
Anthony Kupcinski, AVP

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC 3 - Approved by Secretary of Commonwealth of Pennsylvania

(3/83)

1856

523 102

271002

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) S M Gross Trucking 4206 Sands Road Harwood, MD 20776 | 2. Secured Party (ies) and address(es) AVCO Leasing Services, Inc 2000 Lee Highway Suite 15 Falls Church, VA 22041 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 7.00 POSTAGE .50 RECORDED COPY NO. 715433 5. Assignee(s) of Secured Party and Address(es) 02/11/88 AH |
| 4. This financing statement covers the following types (or items) of property: 1 Pressure Washer Landu \$1,000.00 Cost Subject to Recordation Tax of \$7.00 | | |

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: County Clerk of Anne Arundel County

SM Gross Trucking
 By: Sam Gross
 Signature(s) of Debtor(s)
 Sam Gross/Owner

AVCO Leasing Services, Inc
 By: Julie M Perrey
 Signature(s) of Secured Party(ies)
 Julie Perrey/Operations Manager

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

15 7 50

523 183

371003

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

RECORD FEE 14.00
POSTAGE .50
\$357.70 0040 903 713435

1. Debtor:
James Guy Hardesty and
Margarita Hardesty

Address:
P. O. Box 627
Tracys Landing, Maryland 21754

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

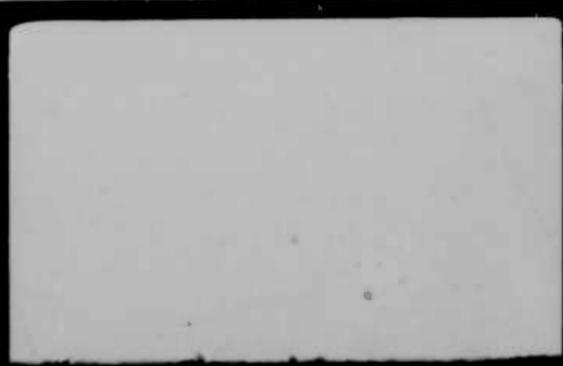
10/16/68
AH

3. This Financing Statement covers:

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

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

147.00



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.

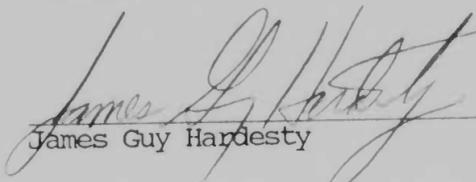
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of the property as a public marina facility or any other business conducted on the property.

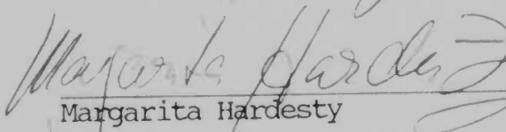
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$142,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

 (SEAL)
James Guy Hardesty

 (SEAL)
Margarita Hardesty

Dated: February 11, 1988

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUIT, P.A.
121 Cathedral Street, P. O. Box 868
Annapolis, Maryland 21404

S40921ms.fin



EXHIBIT A

ALL THAT LOT OR PARCEL of ground situate, lying and being in the Seventh Assessment District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a large pipe previously set of the Southeast side of the County Road from Deale to Sudly, which point of beginning is at the intersection of the first line of the conveyance from John Crandall and James E. Ward and wife by deed dated February 28, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 213, folio 109, etc., with the Southeast side of said Road, and is South 10 degrees 39' West 73.2 feet from a granite stone previously set as the northwest corner of the said John Crandall lot; thence binding on the Southeast side of said Road, South 12 degrees 41' West 130.00 feet to a pipe; thence leaving said road South 62 degrees 42' East 83.25 feet to a pipe set on the shore line of Rockhold Creek; thence with the shore line of said Creek North 44 degrees 45' East 130.00 feet to a pipe set at the beginning of the conveyance to James E. Ward and wife as hereinbefore referred to; which pipe is Southwesterly with said shore line, 78.2 feet from the Northeast corner of said Crandall property; thence leaving said shore and running with the first line of the said conveyance, North 62 degrees 12' West 155.25 feet to the beginning. CONTAINING 0.35 acres, more or less. According to a survey and plat by Edward Hall, Jr., County surveyor, in December 1940.

BEING the same lot of ground which by Deed dated of even date herewith, recorded or intended to be recorded among the land records of Anne Arundel County immediately prior hereto, was granted and conveyed by William W. Chambers and Edna M. Chambers, his wife, to James Guy Hardesty and Margarita Hardesty, his wife, the within Borrower.

exab

523 100

2011071

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
James Guy Hardesty and
Margarita Hardesty

Address:
P. O. Box 627
Tracys Landing, Maryland 21754

RECORD FEE 14.00
MISTAKE .50
RECORDED 0340 003 713:45

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

12/15/69
AH

3. This Financing Statement covers:

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

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

14/00 3



523 167

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.

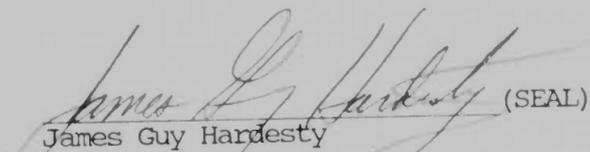
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

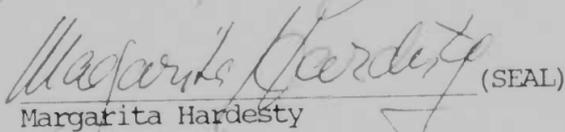
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$290,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

 (SEAL)
James Guy Hardesty

 (SEAL)
Margarita Hardesty

Dated: February 4, 1988

MR. CLERK:

Please return to:

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

S40922ms.fin



523 108

EXHIBIT "A"

ALL those lots or parcels of land situate, lying and being in the Third Taxing District, Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 17, 18, 19, 20, 29, 30, 31 and 32, Section 114, Green Haven, as the same are shown on the Plat of Green Haven, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 346.

AND BEING all that land conveyed by Deed dated February 4, 1988, from John Eugene Brewis and Ruth Beverley Brewis, his wife, unto James Guy Hardesty and Margarita Hardesty and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

s40922ms.exa

523 159
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Book 504
 Identification No. 264357 Page No. 20 through 22
 Dated October 17, 1986
 recorded October 20, 1986

1. Debtor(s) { Riva Trace Corporation
 Name or Names—Print or Type
2661 Riva Road, Suite 420, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { Home Federal Savings Bank
 Name or Names—Print or Type
122-128 West Washington Street, Hagerstown, MD. 21741
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) not applicable

4. Check Applicable Statement:

| | |
|---|--|
| 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. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Termination</p> |

"The secured party no longer claims a security interest under the Financing Statement bearing the above Identification Number."

Dated: February 10, 1988

HOME FEDERAL SAVINGS BANK
 Name of Secured Party
Thomas B. Frame AH
 Signature of Secured Party
 Thomas B. Frame
 Vice President
 Type or Print (Include Title if Company)

RETURN TO: Hartman and Crain
 2660 Riva Road-4th Floor
 Annapolis, Maryland 21401
 Attention: Linda Beran
 Legal Assistant

STATE OF MARYLAND

Anne Arundel County MD

523 170

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 38531

RECORDED IN LIBER 505 FOLIO 425 ON 12/2/86 (DATE)

1. DEBTOR

Name Chesapeake High Lift, Inc.
Address 809-J Barkwood Court, Linthicum Heights, D 21090

2. SECURED PARTY

Name Grove Manufacturing Company, a Division of Kidde, Inc.
Address P. O. Box 21, Shady Grove, PA 17256
(Attention: Joyce Stottlemeyer)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

20230 677 R03 109:55

02/18/88

141

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: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>Amendment: All of those goods described in the above referenced financing statement as being manufactured and/or sold by Manlift, Inc. are now being manufactured and/or sold and/or supplied by Grove Manufacturing Company under the name of Grove Manlift or Manlift.</p> | |

Chesapeake High Lift, Inc.

Dated 2-10-88

(Signature of Debtor)

Dated January 27, 1988

Grove Manufacturing Company
a Division of Kidde, Inc.
(Signature of Secured Party)

Charles A. Zemene - Group Treasurer
Type or Print Above Name on Above Line

STATE OF MARYLAND

523 171

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 03653 C777 R01

RECORDED IN LIBER 510 FOLIO 396 ON 4/6/87 (DATE)

1. DEBTOR

Name Whitmore Printing & Stationery Company Inc.

Address 1982 Moreland Parkway, Annapolis, MD 21401

2. SECURED PARTY

Name Printing Research Inc.

Address 10954 Shady Trail, Dallas, TX 75220

RECORD FEE 10.00

POSTAGE .50

APR 30 1987 10:59 AM

02/15/88

AH

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Termination

Dated _____

Linda Mc Cullough
(Signature of Secured Party)

Printing Research Inc.

Type or Print Above Name on Above Line

10.50

OSL 1008

STATE OF MARYLAND
523 172
FORM UCC-1

1008
ANNE ARUNDEL COUNTY 1003
Identifying File No.

FINANCING STATEMENT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Convex Computer Corporation
Address 7474 Greenway Center Drive, Greenbelt MD 20770

2. SECURED PARTY

Name Old Stone Leasing Corporation
Address 2000 Corporate Ridge, Suite 710, McLean, VA 22102

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

3. Maturity date of obligation (if any) _____

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

SEE ATTACHED STATEMENT

#1748760-9003

Name and address of Notary
Old Stone Bank, a Federal
Savings Bank
One Old Stone Square
Providence, RI 02903

RECORD FEE 21.00

07/17 03 11:04

02-12-88

AH

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)
Convex Computer Corporation

XXXXXXXXXXXXXXXXXXXX
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Old Stone Leasing Corporation
Type or Print Above Signature on Above Line

250

523 173

Exhibit A

EQUIPMENT LIST

CONTRACT NUMBER MDA904-88-C-7032

| Item | Model No. | Description | Qty |
|------|------------|--|-----|
| 1 | C1-6471-00 | C1 XP Central Processing Unit w/16 M byte ECC Memory (Expandable to 1 Gigabyte Main Memory) which includes: 1 Video Console w/Hardcopy 1 Service Processor Unit 1 Input/Output Processor 1 Split 2x4-Slot Multibus Chassis 1 Multibus Control Unit 3 DC Power Supplies 1 Processor Cabinet w/side skins | 1 |
| 2 | MEM-001 | 1 M Byte ECC Memory 112 Available in 16 M Byte Increments | |
| 3 | MTD-102 | High Perf Tape Subsystem | 1 |
| 4 | MTD-002 | High Perf Add-On Tape Drive | 1 |
| 5 | DKD-106 | 434M Byte Disk w/ Controller | 4 |
| 6 | DKD-006 | 434MB Add-on Disk Drive | 2 |
| 7 | BKT-001 | Disk Mounting Bracket for DKD-106 or DKD-006 | 3 |

| | | | |
|----|---------|--|---|
| 8 | MBS-004 | Split 2x4 - Slot Multibus Card Cage | 1 |
| | | Includes: 2 Control Units, Pwr Supply & IOP Cables | |
| 9 | IOP-001 | Input/Output Processor | 1 |
| 10 | MBC-001 | Multibus Control Unit | 1 |
| 11 | PRT-101 | 600 lpm Printer/ Plotter w/Controller | 1 |
| 12 | ACM-002 | 16-Line Async Comm Controller | 1 |
| 13 | ETH-001 | ETHERNET Connection Includes: Controller Transceiver & Tap | |
| 14 | EXP-101 | Expansion Cabinet w/Disk Drive Mount Side Rails, Full Front Door, AC PWR Ctrl & Distribution | 1 |
| 15 | UNG-202 | CONVEX UNIX for up to 32 Terminals Initial Licence Includes: Magnetic Media & Documentation | 1 |
| 16 | CFT-001 | CONVEX Vectorizing FORTRAN Compiler Initial License w/ Documentation | 1 |
| 17 | CVC-001 | CONVEX Vector C Compiler Initial License w/Documentation | 1 |

523 175

- 18 CSD-001 CONVEX "CSD" 1
Software Pkg
Initial License
Includes: Source
Debugging, Runtime
Profiling, Dump Utilities,
Documentation

- 19 NET-001 CONVEX Basic 1
Networking
Initial License Which
Includes: TCP/IP
Utilities
Remote Login
File Transfer
Documentation

- 20 NFS-001 Network File System 1
Initial License
Includes:
NFS
Yellow Pages
RPC Library
Documentation

- 21 EMA-001 EMACS Screen Editor 1
Initial License
w/Documentation

Installed at: National Security Agency
9705 Samford Road
Support Activities Building #4
Door #13
Fort George G. Meade, Maryland 20755

523 176

The Contract No. MDA904-88-C-7032 dated November 6, 1987 between National Security Agency-Fort George G. Meade and Convex Computer Corporation, all renewals, modifications, schedules and extensions thereto, the equipment leased under the Agreement as more fully described in the attached Schedule (the "Agreement").

OSL 1008

STATE OF MARYLAND

ANNE ARUNDEL COUNTY 523 177
Identifying File No. 271604

FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. DEBTOR

Name Old Stone Leasing Corporation

Address 2000 Corporate Ridge, Suite 710, Mclean, VA 22102

2. SECURED PARTY

Name Old Stone Bank, a Federal Savings Bank

Address One Old Stone Square, Providence, RI 02903

RECORD FEE 29.00

POSTAGE .50

2025590 077 403 710:04

12/13/88

AH

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

3. Maturity date of obligation (if any) _____

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

SEE ATTACHED STATEMENT

Name and address of Assignee

#1740760-9003

1008

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)

Emmett J. White
(Signature of Debtor)

Old Stone Leasing Corporation - Emmett J. White
Type or Print Above Name on Above Line

(Signature of Debtor)

May C. Ferris AT 1231-87
(Signature of Secured Party)

Old Stone Bank, a Federal Savings Bank
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

2950

All of the Debtor's right, title and interest in and to (i) the equipment described in Exhibit A attached hereto, whether now owned or hereafter acquired, and any replacements thereof and excessions thereto; (ii) the lease described in Exhibit B attached hereto, and all renewals, modifications, schedules and extensions thereto (the "Lease"); (iii) all amounts payable by the lessee under the Lease, including late charges and penalties, and all payments made by the lessee in the exercise of any purchase option contained in the Lease, but excluding maintenance fees; (iv) the documents described in Exhibit C attached hereto, and (v) all proceeds of any of the foregoing in whatever form received, whether cash or non-cash proceeds.

Exhibit A

EQUIPMENT LIST

CONTRACT NUMBER MDA904-88-C-7032

| Item | Model No. | Description | Qty |
|------|------------|---|-----|
| 1 | C1-6471-00 | C1 XP Central Processing Unit w/16 M byte ECC Memory (Expandable to 1 Gigabyte Main Memory) which includes: 1 Video Console w/Hardcopy 1 Service Processor Unt 1 Input/Output Processor 1 Split 2x4-Slot Multibus Chassis 1 Multibus Control Unit 3 DC Power Supplies 1 Processor Cabinet w/side skins | 1 |
| 2 | MEM-001 | 1 M Byte ECC Memory 112 Available in 16 M Byte Increments | |
| 3 | MTD-102 | High Perf Tape Subsystem | 1 |
| 4 | MTD-002 | High Perf Add-On Tape Drive | 1 |
| 5 | DKD-106 | 434M Byte Disk w/ Controller | 4 |
| 6 | DKD-006 | 434MB Add-on Disk Drive | 2 |
| 7 | BKT-001 | Disk Mounting Bracket for DKD-106 or DKD-006 | 3 |

| | | | |
|----|---------|--|---|
| 8 | MBS-004 | Split 2x4 - Slot Multibus Card Cage Includes: 2 Control Units, Pwr Supply & IOP Cables | 1 |
| 9 | IOP-001 | Input/Output Processor | 1 |
| 10 | MBC-001 | Multibus Control Unit | 1 |
| 11 | PRT-101 | 600 lpm Printer/ Plotter w/Controller | 1 |
| 12 | ACM-002 | 16-Line Async Comm Controller | 1 |
| 13 | ETH-001 | ETHERNET Connection Includes: Controller Transceiver & Tap | |
| 14 | EXP-101 | Expansion Cabinet w/Disk Drive Mount Side Rails, Full Front Door, AC PWR Ctrl & Distribution | 1 |
| 15 | UNG-202 | CONVEX UNIX for up to 32 Terminals Initial Licence Includes: Magnetic Media & Documentation | 1 |
| 16 | CFT-001 | CONVEX Vectorizing FORTRAN Compiler Initial License w/ Documentation | 1 |
| 17 | CVC-001 | CONVEX Vector C Compiler Initial License w/Documentation | 1 |

| | | | |
|----|---------|--|---|
| 18 | CSD-001 | CONVEX "CSD" Software Pkg Initial License Includes: Source Debugging, Runtime Profiling, Dump Utilities, Documentation | 1 |
| 19 | NET-001 | CONVEX Basic Networking Initial License Which Includes: TCP/IP Utilities Remote Login File Transfer Documentation | 1 |
| 20 | NFS-001 | Network File System Initial License Includes: NFS Yellow Pages RPC Library Documentation | 1 |
| 21 | EMA-001 | EMACS Screen Editor Initial License w/Documentation | 1 |

Installed at: National Security Agency
9705 Samford Road
Support Activities Building #4
Door #13
Fort George G. Meade, Maryland 20755

523 192

Exhibit D

Lease

Lease dated November 6, 1987 between the Manufacturer and Lessee (#MDA904-88-C-7032).

523 183

Exhibit C

Manufacturer Assignment Documents

The Master Purchase Agreement dated September 11, 1987 and
Schedule No. 1 dated November 10, 1987 between Assignor and
Manufacturer.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

523 184

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 2/12/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MAURICE CARR

Address 3156 BEARDS POINT ROAD DAVIDSONVILLE, MD. 21035

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MARYLAND 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- 1 - NEW KUBOTA TRACTOR MN# L2850 SN# 54920
- 1 - NEW KUBOTA BLADE L2040 11375

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 813219

RECORD FEE 11.00
POSTAGE .50
#053150 0277 003 110:09

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)

02/18/88
AH

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

Maurice E. Carr
(Signature of Debtor)

MAURICE CARR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] CORP. SECY.
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

1150

271076

02-3202

523 155

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.

Raymond Scott Polanowski
Kathy Lee Polanowski
A-33 Holiday Mobile Estates
Clark Rd.
Jessup, Md. 20794

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

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

RECORD FEE 12.00
POSTAGE .50
REC-3950 0717 R03 T10420
02/18/88
AH

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1987 Commodore, 70X14, 3Br., serial # AM23538A

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:

Raymond Scott Polanowski
Kathy Lee Polanowski
Signature of Debtor if applicable (Date) 2-11-88

Kelly A. Blum 2/11/88
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

523 186

271077

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ _____

To Be Recorded
SDA&T
Anne Arundel County
Baltimore County
ADDRESS

NAME

1. Debtors(s) (or assignor(s)) No. Street City State
M Squared, Inc. 3 Church Lane, Baltimore, Maryland 21208

2. Secured Party (or assignee)
CentraBank, an NCNB Company 201 N. Charles Street, Baltimore, MD 21201

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

All accounts and contract rights now owned or hereafter acquired by Borrower
All inventory, finished goods and work in process now owned or hereafter acquired

THE ABOVE MENTIONED PROPERTY TO BE LOCATED AT:

138 Drexel Drive
Severna Park, MD 21146

RECORD FEE 11.00
POSTAGE .50
4054230-5777 603 110:41
08/18/88
AH

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:

CentraBank, an NCNB Company

By: Gust A. Lenglet, Jr.

Type Name Gust A. Lenglet, Jr.

Title Vice President

Debtor(s) or Assignor(s)

M Squared, Inc.

By: Sidney S. Sherr Secretary/Treasurer

Sidney S. Sherr, Secretary/Treasurer

Type or Print Name and Title of Each Signature

1150

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

523 187

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266139

RECORDED IN LIBER 508 FOLIO 302 ON 2/11/87 (DATE)

1. DEBTOR

Name Carty Enterprises, Inc.

Address 2600 Pittman Drive, Silver Spring, MD 20910

2. SECURED PARTY

Name MNC Commercial Corp

Address 502 Washington Avenue, Towson, MD 21204

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

3. Maturity date of obligation (if any)

| | | |
|---|---|--|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> TERMINATION</p> <p>(Indicate whether amendment, termination, etc.)</p> |
| | <p>RECORDED FEB 15 1988 10.00</p> <p>POSTAGE .50</p> <p>8054370 EXT R03 710:51</p> <p>02/18/88</p> <p>AT</p> | |
| | <p>10-50</p> | |

MNC Commercial Corp

Dated February 5, 1988

Jeffrey P. Reilly
(Signature of Secured Party)

Jeffrey P. Reilly, Vice President
Type or Print Above Name on Above Line

523 188

271712

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 182,320.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Powercon Corporation

(Name)

1551 Florida Avenue

(Address)

Severn, Maryland 21144

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)

1. Wiedemann Saber 7000 Opticshear with related equipment Serial #303

RECORD FEE 11.00
 RECORD TAX 1277.50
 POSTAGE .50
 #054620 0777 R03 T11:08

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

02/19/89
AH

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)

Ralph Siegel (Seal)

(Signature)

Ralph Siegel, President

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

11-
1277.50
.50

271713

523 119

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

No. of Additional Sheets Presented

Anne Arundel County
A/C# C-02-05138-1

(1) Debtor(s) (Last Name First) and Address(es):
J. R. Baker, Inc.
3 Beach Road
Sherwood Forest, MD 21405
Howard County M-32337

(2) Secured Party(ies) (Name(s) And Address(es))
ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD 21207

RECORD FEE 11.00
POSTAGE .50

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

4054700 6777 R03 T11:12
02/18/88

For Filing Officer

Att

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

One (1) New Caterpillar Model #943 Track Type Tractor S/N 19200655

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

J. R. Baker, Inc.

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

(1) Filing Office: Clerk - Commercial

17/50

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)

UCC-1

271711

523 190

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))
 QUINT, KATHLEEN H.
 LDT 274 LOWER PENDALE RD
 LOTHIAN MD 20711

2. Secured Party(ies) Name(s) and Address(es)
 CHESAPEAKE MH OF LAUREL, MD
 10039 N. SECOND AVENUE
 LAUREL, MD 20707

3. The Financing Statement covers the following type(s) of interest in property:
 1988 IMPERIAL 209 14 x 70
 SERIAL # 862203
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 Products of the Collateral are also covered

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

5. Assignee(s) of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

6. Describe Real Estate Here
 This statement is to be indexed in the Real Estate Records

7. Name of a Record Owner

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *[(to be filed in 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

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)

CHESAPEAKE MH OF LAUREL, MD 2/18/83

By Kathleen M. Quint Signature of Debtor(s)

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

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

(3-83)

271715

523 191

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)
KANIA RICHARD H.

7959 TELEGRAPH RD
SEVERN MD 21144

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

CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

The Debtor is a transacting entity.

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

5 The Financing Statement covers the following type(s) of property:

1988 HOLLY PARK OVERLAND 14 X 70
SERIAL # 20028
AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO,
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

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:

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

GREEN TREE ACCEPTANCE, INC.
2200 OPITZ BOULEVARD SUITE 245
WOODBRIDGE, VA 22194

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 materials of 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.

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)
11/18/88

KANIA RICHARD H.

By

Richard H. Kania
Signature(s) of Debtor(s)

By

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

(1) FILING OFFICER COPY—NUMERICAL

(3-83)

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

271716

523 192

| | | | | | |
|--|--|--|--|--|--|
| 1. Debtor's Name and Address(es) GLENDA A. SEE BOX 27 RIO VISTA PLAZA LOTHIAN MD 20711 | | 2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITT BLVD. J #245 WOODBRIDGE, VA 22191 | | 3. <input type="checkbox"/> The Debtor is a financing entity. 4. Filing Office: Date Time No. Filing Office | |
| 5. This Financing Statement covers the following type(s) of item(s) of property: 1988 IMPERIAL 2401 60 X 24 SERIAL # 881914AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO) INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT OR OWNER'S AGREEMENT AND/OR RETAIL 6. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records. | | | | 4. Assignments of Secured Party and Addres(s) DEFINITE FEE 11.00 POSTAGE 50 7. <input type="checkbox"/> The described crops are growing or to be grown * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is or is * *(Describe Real Estate by Item # 881 770153 09/18/88 | |
| 8. Name of a Record Owner | | 9. No. & Street Town or City County Section Block Lot #44 | | | |
| 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. | | | | 11. If appropriate in this filing, the term(s) 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: <u>Glennda A. See</u> Signature(s) of Debtor(s) | | By: <u>Isabel Manfredi</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked) | | | |
| (1) FILING OFFICER COPY—NUMERICAL 1150 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania | | | | | |

(3-83)

523 193

271673

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)) PEP BOYS- #77 7311 Ritchie & 6th Avenue GLEN BURNIE, MARYLAND 21061 | 2. Secured Party Name(s) and Address(es) CASTROL INC. 1500 VALLEY ROAD WAYNE, NEW JERSEY 07474-0973 ATTN: LOAN DEPT. | 3. <input type="checkbox"/> The Debtor is a transmitting utility. 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:
"The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named."

SEE ATTACHED SCHEDULE "A".

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

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

#774400 0727 033 110:52

- The described goods are growing or to be grown on.
- The described goods are or are to be affixed to.
- The number to be used on motor or marine fuel-injection and oil and gas is:
- *Describe Real Estate Below:

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.

The Pep Boys #77

Castrol Inc. - Kenneth Cohn

By [Signature] Signature(s) of Debtor(s)

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

523 194

| Qty | Name | Serial No. | Model/Description |
|-----|-------|------------|------------------------------|
| 1 | GRACO | 225-014 | Chassis Pump |
| 2 | " | 225-640 | Oil Pump |
| 1 | " | 202-156 | Air Regulator |
| 1 | " | 202-869 | High Pressure Shut Off Valve |
| 1 | " | 214-848 | Lubricator |
| 1 | " | 204-856 | Filter |
| 1 | " | 225-890 | Chassis Reel |
| 2 | " | 225-894 | Oil Reels |
| 1 | " | 203-534 | Mounting Channel |
| 1 | " | 225-922 | Water Reel |
| | | | |
| | | | |

523 195

THIS STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

Maturity Date (Optional)

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

BALTIMORE BAKERIES, INC.
Festival at Pasadena
133A Governor Ritchie Highway
Pasadena, MD 21122

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

MIDAMERICAN BANK & TRUST COMPANY
4700 West 50th Terrace
Shawnee Mission, Kansas 66201

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

RECORD FEE 10.00
#053670 6777 RJJ 110:02
02/18/88
AH

5. This Statement Refers to Original Financing Statement No. _____

Filed (date) 12/29/87

with ANNE ARUNDEL COUNTY CLERK OF CIRCUIT COURT

018470

of Fixtures in Book 21383 Page

- 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 is required if Collateral is added.

7. Description of Collateral (if Fixtures, Also Legal Description):
See attached exhibit "A" which becomes an integral part of this UCC by reference and attachment.

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

9. Name(s) of Assignee(s) and Address(es)

BALTIMORE BAKERIES, INC.

By

[Signature]
Signature(s) of Debtor(s) (Only on Amendment)

MIDAMERICAN BANK & TRUST COMPANY

By

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

Approved By

[Signature]

Secretary of State

EXHIBIT "A"

BALTIMORE BAKERIES, INC.
INVENTORY & EQUIPMENT

Festival at Pasadena
8133A Governor Ritchie Highway
Pasadena, MD 21122

LIBEF 523 198

| ITEM | MANF. | MODEL | SERIAL # | DATE IN SERVICE | COST |
|---------------------|------------------|------------------|----------|-----------------|-------------|
| REGISTERS | SWEDA | 286010 | 5237646 | 7/1/87 | \$1,541.87 |
| REGISTERS | SWEDA | 286010 | 5237594 | 7/1/87 | \$1,541.87 |
| SHEETER | ANETS | SDR4 | | 7/1/87 | \$1,821.00 |
| REFRIG. | | 9404 | | 7/1/87 | \$693.00 |
| MIXER | HOBART | HCM300 | SEF4381 | 7/1/87 | \$4,683.00 |
| PROOFERS | EASTERN | PC72361 | | 7/1/87 | \$1,265.00 |
| PROOFERS | EASTERN | PC72361 | | 7/1/87 | \$1,265.00 |
| OVEN | BLODGETT | MARK112480/60/30 | | 7/1/87 | \$6,522.00 |
| CONTROLLER | FASTRON | 822AJFD | | 7/1/87 | \$658.00 |
| REFRIG | MILK | 9404 | | 7/1/87 | \$693.00 |
| CABINET | WINSTON | 501A50E | | 7/1/87 | \$3298.00 |
| ICE MACH | MAINTOWOCED0202A | | | 7/1/87 | \$1,403.00 |
| REFRIG | NORTHLAND | RF265LNSF | | 7/1/87 | \$1,004.00 |
| FREEZER | NORTHLAND | UF30LNSF | | 7/1/87 | \$1,045.00 |
| SCALE | METRO | M10 | | 7/1/87 | \$96.00 |
| SAFE | MCGUNN | CH500S | | 7/1/87 | \$798.00 |
| SMALL WARES/SHELVES | | | | 7/1/87 | \$36,344.37 |
| | | TOTAL | | | \$64,672.11 |

BALTIMORE BAKERIES, INC.

DATE: 1/29/88

BY: *Dain R. [Signature]*

Sandy [Signature]

A. A. COUNTY

271717

523 197

To be recorded among Land Records in Financing Statement Records with State Department of Assessments and Taxation Not subject to recordation tax: Principal amount is \$825,000 February 16, 1988

The appropriate amount of documentary stamps are affixed to a purchase money deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

RECORD FEE 14.00

POSTAGE .50

MOUNTING BOARD FOR TITLES

FINANCING STATEMENT

1. Debtor: MOUNTAIN ROAD LIMITED PARTNERSHIP a Maryland corporation Address of Debtor: 7307 York Road Towson, Maryland 21204

82/18/88

AA

2. Secured Party: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY Address of Secured Party: Two Hopkins Plaza - Fifth Floor Baltimore, Maryland 21201 Attn: Ronald D. Mettam Senior Vice President

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described (the "Land") and used or usable in connection with any present or future operation of the Land owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

3.2. All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Land or any part thereof.

3.3. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all

17.2

12/14/87
10640086.2

insurance policies covering the Land or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

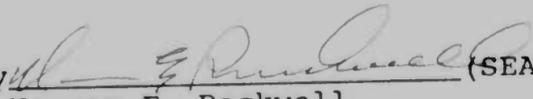
3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company. The Debtor is a record owner of the Land.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described in the said deed of trust and security agreement, and in Exhibit A hereto.

| | |
|-----------------------------------|---|
| Debtor: | Secured Party: |
| MOUNTAIN ROAD LIMITED PARTNERSHIP | MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY |

by  (SEAL)
Norman E. Rockwell,
General Partner

[To the Filing Officer: After this Statement has been recorded, please mail the same to Barry C. Greenberg, Esquire, Rosenberg Proutt Funk & Greenberg, Suite 2115, 25 South Charles Street, Baltimore, Maryland 21201.]

BEGINNING FOR THE FIRST on the southwest side of Mountain Road 100 feet wide at the distance of 573.88 feet northwesterly from a point where the South 36 degrees 52 minutes East 2339.40 feet line of the land described in a Deed from R. Tilghman Brice, III, and Joseph Harlan, Trustees to Louis Edgar Pumphrey, Sr., dated March 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 238, intersects the southwest side of Mountain Road thence northwesterly binding on the southwest side of Mountain Road by a line curving northwesterly with a radius of 1939.86 feet for a distance of 400 feet, the chord of said arc bears North 65 degrees 53 minutes West 399.33 feet, thence South 29 degrees 57 minutes West still binding on Mountain Road 84.82 feet to the northeast side of Governor Ritchie Highway 150 feet wide, thence South 35 degrees 1 minute East binding on said Highway 400 feet thence leaving said Highway and running North 55 degrees 0 minutes East 157.39 feet thence North 18 degrees 12 minutes East 155.44 feet to the place of beginning.

BEGINNING FOR THE SECOND and being known as Lots Nos. 1, 2 and 14, as designated and shown on the Plat of "Marley", Plat No. 1, dated July 14, 1954, by E.V. Coonan & Co., Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 18.

SAVING AND EXCEPTING so much of subject property as was taken by Inquisition dated October 6, 1964 and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1801, folio 341, and entered in a case in the Circuit Court for Anne Arundel County entitled State Roads Commission of Maryland, acting for and on behalf of the State of Maryland vs. Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife, Century Savings and Loan Association of Baltimore City, Inc., Mortgagee, and County Commissioners for Anne Arundel County, Law No. H 10,207.

SAVING AND EXCEPTING so much of said property as was conveyed by a Deed dated November 26, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2914, folio 576 from Double-J Restaurant, Inc. unto B & B Auto Upholstery and Glass Company.

SAVING AND EXCEPTING so much of said property as was acquired by the State Highway Administration of the Department of Transportation of the State of Maryland in a Certification of Acquisition of Land dated June, 1985, and recorded among the Land Records of Anne Arundel County in Liber No. 3905, folio 859.

BEING a portion of the property contained in a Deed dated March 27, 1973 and recorded among the Land Records of Anne Arundel County in Liber No. 2573, folio 583 was granted and conveyed by Brookwood Realty Corporation unto the Double-J Restaurant, Inc.

BEING all and the same property which by Confirmatory Deed of even date and recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Double-J Restaurant, Inc. unto Eileen Betty Spittel and Deborah Ann Spittel, in fee simple.

Mail to

LAW OFFICES

COOK, HOWARD, DOWNES & TRACY

210 ALLEGHENY AVENUE

P. O. BOX 5517

TOWSON, MARYLAND 21204

FINANCING STATEMENT

523 200

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

271000

- 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:

VINCENTI'S 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

MICHAEL R. ROBLER, P.A.
ATTORNEY AND
COUNSELOR AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

RECORD FEE 21.00
RECORD TAX 210.00
POSTAGE 50
#051810 0345 004 11/03/87

02/15/88
AH

21
210
.50

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 Store #13 in the Annapolis Mall, Annapolis, Maryland 21401.

523 203

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.

Date: February 3, 1988

DEBTOR:

VINCENTI'S, INC.

Witness:

Perry Campanaris

By: *Perry Campanaris* (SEAL)
Perry Campanaris, President

RETURN TO:

MICHAEL R. ROBLYER, P.A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401

Exhibit A

523 204

| <u>ITEM #</u> | <u>QTY.</u> | <u>MANUFACTURER</u> | <u>DESCRIPTION</u> | <u>PRICE</u> |
|---------------|-------------|---------------------|--|--------------|
| 1 | 1 | Thermo Kool | Walk-In Cooler/Freezer 9'8" x 11'7" x 7'6" with floor entrance doors with 3/4 HP Med. Temp., 1 1/2 HP low temp with winter controls and housing. | \$9,980.00 |
| 2 | 1 | Eagle | Work Table T3072B-BS | 316.00 |
| 3 | 1 | Eagle | Double Overshelf #1072 16/4 | 293.00 |
| 4 | 1 | Eagle | Three compartment sink 414-16-3-18 L & R with faucets | 995.00 |
| 5 | 1 | Eagle | Hand Sink with faucets HSA-10F | 115.00 |
| 6 | 1 | Storage Unlimited | Can Rack 34P | 565.00 |
| 7 | 1 | Kold Draft | Ice Machine and Bin GB603WK/GBN550 | 2,834.00 |
| 8 | 1 | Metro | Shelving for Walk-In Refrig. Metroseal 3 tier 1460NK | 144.00 |
| 9 | 1 | Metro | Shelving for Walk-In Freezer Metroseal 3 tier 1460NK | 144.00 |
| 10 | 2 | Metro | Shelving for Storage 3 tier, 5' 1860NC | 302.20 |
| 11 | 1 | Beverage Air | Draft System DD68 | 1,820.00 |
| 11a | | | 1 column, 2 faucets | 220.00 |
| 12 | 1 | Delfield | Pizza Prep Table 18666PT | 2,410.00 |
| 12a | | | 20" wide cutting board | 190.00 |
| 13 | 1 | Delfield | Sandwich Unit 4060-14 | 1,735.00 |
| 14 | 1 | Eagle | Hot Food Table with sneeze guard, does not include pans | 1,141.00 |
| 15 | 1 | Star | Griddle 4' Model #158 | 1,035.00 |
| 16 | 2 | Star | Fryer EM-40SS | 2,870.00 |
| *17 | 1 | Custom | Hood 8' (Approximate figure) | 2,500.00 |
| 18 | 1 | Eagle | Griddle Stand with cutting board Model #T2448GS | 415.00 |
| 19 | 1 | Vulcan | Stove-6 burner, single oven Model #E-36 | 1,830.00 |
| <u>20</u> | 1 | Bakers Pride | Pizza Oven-2 deck #E542 | 6,478.00 |

Mail to

Michael Kobleger

523 205

271601

FINANCING STATEMENT

Loan Proceeds: \$25,000.00

Filing Fees: \$ 12.50
XXX subject to recordation tax

1 Name of Debtor: Clement Hardware, Inc.
Address: Ritchie Highway & Robinson Rd.
Severna Park, Md. 21146

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

3 Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4 This Financing Statement covers the following types for items of property: RECORD FEE 12.00
All inventory now or hereafter created RECORD TAX 175.00

5 If collateral is goods which are or are to become titled—describe real estate include house number and street or block
reference when applicable type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form. POSTAGE .50
The above-described goods are affixed or to be affixed to: REC 713:01

02/17/88
AH

Debtor:
x *David E. Clement*
David E. Clement, Pres.

Secured Party:
Annapolis Banking & Trust Co.
(Type Name of Dealership)
By: *Karen Q. Trettin*
Authorized Signature
Karen Q. Trettin/Sr. Branch Officer
(Type Name and Title)

1100
175.00
02

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

Mail to
Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.

Mail to

523 208 271713

To be recorded among the:

- Land Records of Anne Arundel County
 Chattel Records of Anne Arundel County
 Financing Records of the State Department
of Assessments of Taxation

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL PROPERTY. THE RECORD OWNER OF THE REAL PROPERTY IS JOYCE LANE ASSOCIATES, INC. THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX.

FINANCING STATEMENT

- | | | | |
|----|--|---|--|
| 1. | <u>Debtor</u> | <u>Address</u> | RECORD FEE 19.00 POSTAGE U.S. 17 .50 NOV 15 1988 103 108 108 108 108 108 |
| | Joyce Lane Associates, Inc., a Maryland corporation | 9191 Baltimore National Pike Ellicott City, Maryland 21043 | 10/17/88 |
| 2. | <u>Secured Party</u> | <u>Address</u> | RECORD FEE 19.00 POSTAGE .50 NOV 15 1988 103 108 108 108 108 108 |
| | North American Security Life Insurance Company, a Delaware corporation | c/o Walker & Dunlop Eighth Floor 1156 Fifteenth Street, N.W. Washington, D.C. 20005-1788 | 10/17/88 AM |
| 3. | <u>Trustee</u> | <u>Address</u> | |
| | Merrill A. Yavinsky and Mallory Walker | c/o Walker & Dunlop Eighth Floor 1156 Fifteenth Street, N.W. Washington, D.C. 20005-1788 | |
| 4. | This Financing Statement covers: | | |

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of such premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including,

1950

without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon such premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All leases now or hereafter affecting the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of any such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

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

523 208

tenancies where such tenants have the right to remove the same at or before the expiration of the terms of their leases, and 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 Indemnity Deed of Trust and Security Agreement of even date herewith given by the Debtor to the Trustees named above and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland to secure the obligations of the Debtor to the Secured Party pursuant to a certain Guaranty Agreement of even date executed by the Debtor in favor of the Secured Party.

6. Proceeds of collateral, accessions and after-acquired property are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, the real property located in the Anne Arundel County, Maryland as more fully described on Exhibit A attached hereto and by this reference incorporated herein.

February 16, 1988

DEBTOR

JOYCE LANE ASSOCIATES, INC.

By: Janet S. Bean Pres [SEAL]

05012002.11

ATLANTIC TITLE COMPANY
10715 Center Drive
Suite 100
Columbia, MD 21044

523 209

EXHIBIT A

Description of the Land

ALL OF THAT PARCEL OF LAND, situate and lying in Anne Arundel County, Maryland, described as follows:

BEGINNING For the same at a point located South 08° 25' 00" East 13.41 feet from the end of the second or North 08° 25" West 445.5 foot line as described in the conveyance from Cyrus N. Joyce, Jr. et al to M. Jeanette Schramm and Louis Schramm, Jr., her husband, by Deed dated December 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber FAM 145, Folio 474; said point also being on the easternmost side of the 150 foot right-of-way of Governor Ritchie Highway; thence running with and binding on said 150 foot right-of-way, North 25° 20' 13" West 683.11 feet, to intersect the southernmost side of the 30 foot right-of-way of Joyce Lane, as now surveyed; then running with and binding along said 30 foot right-of-way, North 56° 00' 10" East 504.52 feet, to intersect the sixth or North 04° 14' East 305.4 foot line of said Deed; thence running with and binding along a part of said sixth line, reversely, and along the fifth, fourth, third and part of the second lines of said Deed, South 04° 14' West 208.76 feet, South 18° 04' West 215.1 feet, and South 08° 29' West 237.4 feet; thence South 02° 35' West 239.0 feet, and South 08° 25' East 13.41 feet to the place of beginning. Containing in all 3.70 acres of land, more or less, according to a survey and plat prepared by Anarex, Inc. Registered Professional Land Surveyors, in May, 1977.

Mail to
ATLANTIC TIME COMPANY
10715 Chester Drive
Suite 100
Columbia, MD 21044

TO BE

NOT TO BE

RECORDED IN
Chattel Records
OF ANNE ARUNDEL COUNTY

SUBJECT TO

NOT SUBJECT TO

523 210

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):
(Borrower)

BELLO MACHRE, INC.
Name or Names - Print or Type

P. O. Box 969, Glen Burnie, Anne Arundel, Maryland 21061
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

Address - Street No., City-County State Zip Code

2. Secured Party:

COMMUNITY DEVELOPMENT ADMINISTRATION, AN AGENCY IN THE
DIVISION OF HOUSING FINANCE OF THE DEPARTMENT OF HOUSING AND
Name or Names - Print or Type COMMUNITY DEVELOPMENT

45 Calvert Street, Annapolis, Anne Arundel County, Maryland
Address - Street No., City-County State Zip Code 21061

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

SEE THE ATTACHED SHEETS - EXHIBIT A & B

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

114A Fifth Avenue, Glen Burnie, Maryland 21061 (EXHIBIT A)

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are _____ are not covered.

7. Products of collateral are _____ are not covered.

DEBTOR(s): BELLO MACHRE, INC.
(Borrower)

Robert T. Ireland
(Signature of Debtor)

ROBERT T. IRELAND
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: COMMUNITY DEVELOPMENT
ADMINISTRATION, AN AGENCY IN THE
DIVISION OF HOUSING FINANCE OF THE
DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT

(Company, if applicable)

Eileen R. Hagan
(Signature of Secured Party)

Eileen R. HAGAN
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 COMMUNITY DEVELOPMENT ADMINISTRATION, 45 Calvert Street,
Annapolis, Maryland 21401

12
4

523 211

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 3 of the ENSLEY
SUBDIVISION OF GLEN BURNIE, which Plat is recorded among
the Land Records of Anne Arundel County in Plat Book No. 105,
page 10. The improvements thereon being known as 114A Fifth
Avenue.

now drawings, piping, equipment which incorporated by other chattels on the Land Borrower hereafter of which fixtures, heating and tubs, medicine and not affixed, intended to be placed upon the Land are hereby declared by the Borrower under the nature of compensation for any of the foregoing property, including taking awards of Project; subassembly, appliance or other component part of the Project or any Part thereof; casualty insurance on the

(d) any award made in the nature of compensation for any of the foregoing property, including taking awards of Project; subassembly, appliance or other component part of the Project or any Part thereof; casualty insurance on the

(e) all amounts payable to or recoverable by the Borrower under the nature of compensation for any of the foregoing property, including taking awards of Project; subassembly, appliance or other component part of the Project or any Part thereof; casualty insurance on the

(f) all rights under and amounts recoverable under any contract for the Project or any Part thereof; casualty insurance on the

(g) all proceeds of any real estate tax rebates or refunds which Borrower is entitled to receive;

(h) all proceeds of any real estate tax rebates or refunds which Borrower is entitled to receive;

EXHIBIT B

Personal property covered by this financing statement includes:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);
- (b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;
- (c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;
- (d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- (e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;
- (f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;
- (g) all proceeds of casualty insurance on the Project or any part thereof;
- (h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

Mail to Community Dev
Admin

864769

523 214

FINANCING STATEMENT

271032

TO BE RECORDED AMONG THE
CHATEL RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

Date: February 2, 1988

- 1. NAME AND ADDRESS OF DEBTOR: LEGUM CROMWELL JOINT VENTURE,
a Maryland general partnership
c/o The Parkway Companies
7223 Parkway Drive
Suite 209
Hanover, Maryland 21076
- 2. NAME AND ADDRESS OF SECURED PARTY: CONFEDERATION LIFE INSURANCE COMPANY
321 Bloor Street East
Toronto, Canada M4W 1H1
*RECORDED FEE 20.00
POSTAGE .30
RECORDED FEE FOR TITLE 02/19/88*
- 3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust of even date herewith (the "Deed of Trust"), between the Debtor, as grantor, and Merrill A. Yavinsky and Mallory Walker, as trustees, as security for a loan made by the Secured Party to the Debtor. *AM*
- 4. PROPERTY COVERED: This Financing Statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom, and all present and future security deposits delivered in connection therewith; and also all the estate, right, title,

20

interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the

extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

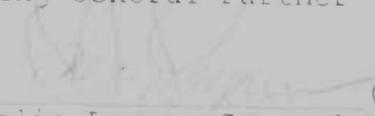
- 5. RECORD OWNER: The Record Owner of the land and premises is the Debtor.
- 6. PROCEEDS: Proceeds of the property are covered.

LEGUM CROMWELL JOINT VENTURE,
a Maryland general partnership

WITNESS:

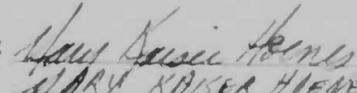
By: Parkway Industrial Center
Limited Partnership,
a Maryland limited partnership,
Managing General Partner

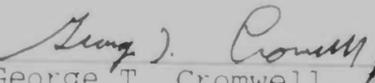


By:  (SEAL)
Leslie Legum, General Partner

[Corporate Seal]
ATTEST:

By: Cromwell Farms, Inc.,
a Maryland corporation,
General Partner

By: 
MARY KAISER HOLMES
Secretary

By: 
George T. Cromwell, Jr.,
President

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

SCHEDULE "A" TO FINANCING STATEMENT

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

ATLANTIC TITLE COMPANY
10 South Charles Street
5301 Charles Center
Baltimore, MD 21201

STATE OF MARYLAND

523 218

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271693

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 E. L. Gardner, Inc.
Address 1914 Forest Dr. Annapolis, MD 21401

2. SECURED PARTY

Name JT+T
Address 123 Market Pl. 7th Fl.
Baltimore, Md. 21202

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

3. Maturity date of obligation (if any) _____

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

Motor II Communications Systems
and associated equipment

RECORD FEE 11.00
POSTAGE .50
5390 DIT 603 709140
02/19/88

AM

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)

Ronald E Gardner
(Signature of Debtor)

Ronald E Gardner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Denise St John
(Signature of Secured Party)

DENISE ST JOHN
Type or Print Above Signature on Above Line

11.50

271031

523 219

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Carolyn L. Stevenson

1454 Log Inn Road
Annapolis, Md. 21401

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

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

1983 DeRose 14x70 Serial #22828

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

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

Debtor

Secured Party

RECORD FEE 11.00

Carolyn Lee Stevenson
CAROLYN LEE STEVENSON

#055310 CT17-003 107:41

THE SAVINGS BANK OF BALTIMORE

02/19/88

BY

Shanta Hamilton

AH

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, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

11

523 220

271035

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Janet C. Jones

Ridge-Chapel Rd.
Lot 72
Chesapeake Mobile Estates
Hanover, Md. 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1988 14x70 Holly Park Forest Park Serial # 03 FP 10396
Washer, Dryer, Air Conditioning, Skirting, Anchors, Steps
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

RECORD FEE 11.00
#05320 0777 BUS 10942
02/19/88

Janet C. Jones
JANET C. JONES

THE SAVINGS BANK OF BALTIMORE

BY Janita L. Hamilton

PH

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

PCS 0847



Identification Book 477 Page 368
253707

Dated Sept 6 1984

523 221

1. Debtor(s) Kermit and Hrriet Ables
Name or Names -- Print or Type
3514 Rockaway Ave (Ann Arundel) Annapolis Md 21403
Address - Street No. City-County State Zip Code

2. Secured Party Sears, Roebuck and Co.
Name or Names -- Print or Type
10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

- A. Continuation
The original financing statement between the forgoing 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.) _____

TERMINATION
RECORD FEE 10.00
POSTAGE .50
REGISTER OFFICE NO.3 10/14/83
02/14/88
AA

Dated: Feb 2 1988

SEARS, ROEBUCK and CO.
Name of Secured Party
[Signature]
Signature of Secured Party
C.W. Scheer - Credit Central Mgr.
D.J. Reid - Operating Mgr.

10.50

523 222

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

271007

FINANCING STATEMENT

DATE: February 10, 1988

() Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): N.R.L., Inc.
T/A Vizzini's Pizza
7264 Furnace Branch Road
ADDRESS: Glen Burnie, Maryland 21061

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 10.00
POSTAGE .50
4055340 0707 R03 109144
02/19/88
PH

DEBTOR(S):
N.R.L. Inc.
T/A Vizzini's Pizza

(Company Name)

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *[Signature]*

BY: *[Signature]*
(Authorized Signature)
John M. Crook
Senior 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.)

1250

523 223

011-13-05093

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

271003

DATE: February 3, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): John Moore Speake, Jr.

ADDRESS: 8125 Solley Road
Pasadena, Maryland 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
ADDRESS: CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

A Limited Partnership unit in the American Beeper Associates Limited Partnership

RECORD FEE 11.00
POSTAGE .50
RECORDED BY: R13 107:44
02/19/88
RH

DEBTOR(S):

John Moore Speake, Jr.
(Company Name)

BY: [Signature]
John Moore Speake, Jr.

BY: _____
BY: _____

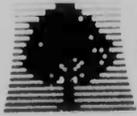
SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)
John M. Crook
Senior 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



MARYLAND NATIONAL BANK
We want you to grow.™

523 224

271003

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing Statement Records at Circuit Court of Anne Arundel C.
 3. Not subject to Recordation Tax.
 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 37,800.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) _____ Address(es) _____
 Wolford's Well & Pump Service, Inc. 4429 Mountain Road
 Pasadena, MD 21122

6. Secured Party _____ Address _____
 Maryland National Bank 80 Mountain Road
 Attention Elaine Stevens Glen Burnie, MD 21061

RECORD FEE 11.00
 RECORD TAX 266.00
 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. REC 7,9145
 02-19-88

- 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.

Wolford's Well & Pump Service, Inc.
 _____ (Seal)
 Peggy A. Wolford Sec./Treas.
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Elaine J. Stevens, Sr. Branch Officer
 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

11.00
 266.50

Schedule A

523 225

1 Ditchwitch trencher model 4010 with all standard equipment including, 53 hp air cooled Durtz Diesel engine model F3L912, 31 x 15 50 x 15 hr flotation bar lug tires model A512 trenching attachment with 58" magnum boom with 58" x 6" 70,000 lb heavy duty aligator chain 6 way 72" fully hydraulic backfill blade with a Ditch Witch model A321 backhoe with fully hydraulic outriggers and 12' bucket 2 lever control.

4010 s/w 6 D0683 A512 s/n 2 D1563 A321 s/n 1B0919 36000 00

Wolford's Well & Pump Service, Inc.



Peggy A. Wolford Sec./Treas.

271000

523 225

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

XXXXXXXXXXXXXXXXXXXX

| | |
|---|--|
| 1. Debtor(s) Name (Last Name First) Rhode River Marina, Inc. | 2. Debtor(s) Complete Address(es) 3932 Germantown Road 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, trailers, 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 , (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to _____

| | |
|---|---|
| Signature (s) of Debtor(s) <u>Rhode River Marina, Inc.</u> <i>Brian A. Conger</i> Brian A. Conger FILING OFFICER COPY | Signature (s) of Secured Party (ies) or Assignee (s) <u>General Motors Acceptance Corporation</u> <i>W. H. Hamill, Jr.</i> W. H. Hamill, Jr. Assit Sec |
|---|---|

Type or Print Names Clearly Below Signature.

(MAC UCC) ME 4 74

NOT FOR PUBLICATION

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED BY 03 10 1988
 02/19/88
 AH

11/90

523 227

MARYLAND FINANCING STATEMENT

871601

(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 Lovell Regency Homes Limited Partnership
102 Old Solomons Island Road (Name or Names) Annapolis, MD 21401
(Address) CI 2427

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 (Name or Names)
(Address)

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

One - Kaypro 286 I Computer System w/Samsung Amber Monitor & Serial Card

RECORD FEE 12.00
POSTAGE .50
3055450 5777 HQ3 109149
02/19/88
RH

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

LESSEE
Lovell Regency Homes Limited Partnership
By: R. M. Woodward President
Lovell Homes (America) Inc., General Partner
Robert M. Woodward
(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

12.50

R

523 228

MARYLAND FINANCING STATEMENT

271002

(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 B & G Whole Foods Company, Inc.
5 North Homeland Avenue (Name or Names) Annapolis, Maryland 21401
(Address) CT 2438

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 (Name or Names)
(Address)

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

One - Delta 40Mb EGA Computer System w/EGA Monitor; One - Panasonic Printer, One - Anchor 2400 Baud Modem

RECORD FEE 11.00
POSTAGE .00
POSTAGE .50
8055460 CTT7 R03 109:50
02/19/88

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

LESSEE B & G Whole Foods Company, Inc.
By: Lou W. Gammell II Pres. (Title)
Lou W. Gammell 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. 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

Handwritten mark

Anne Arundel County

STATE OF MARYLAND

523 229

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271603

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Reliable Contracting
Address 1 Churchview Rd. -- Millersville, MD 21108

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

RECORD FEE 13.00
POSTAGE .50
RECEIVED 01/17/85 10:50 AM
02/19/85

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) Terex TS-14B Scraper, s/n 72813 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of the aboveproperty, and does not create a security interest.

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)

Reliable Contracting
Type or Print Above Name on Above Line

James E. Balderny
(Signature of Debtor)

Type or Print Above Signature on Above Line

11/8

Bruce H. Dean
(Signature of Secured Party)

L.B. Smith, Inc.
Bruce H. Dean Business Manager
Type or Print Above Signature on Above Line

AA. 11.56
Rec tot 309.00

271001

523 230

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 \$44,000.00. 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) | | |
| Three -A-Foot, Inc. T/A Athlete's Foot | c/o Athlete's Foot Annapolis Mall Annapolis, Maryland 21401 | RECORD FEE | 12.00 |
| 6. Secured Party | Address | RECORD TAX | 309.00 |
| Equitable Bank, National Association Attention: Debra Grimm Documentation Asst. | 100 S. Charles St. Baltimore, Maryland 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 Three-A-Foot, Inc., T/A Athlete's Foot

By: Robert Bridges, President (Seal) _____ (Seal)

By: Gary Lidard, Sec/Treasurer (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.

17-
308.00
50

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

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax.

To be filed with: The Clerk of the Circuit Court of Anne Arundel County
Anne Arundel County Court House

271005

523 231

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

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

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below.
\$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code
1. DEBTOR (OR ASSIGNOR)

Name Ralph L. Pritchard and Lawrence E. Jackson T/A ARUNDEL CLEARING

Address P. O. Box 863, BelAir, MD 21014

2. SECURED PARTY (OR ASSIGNEE)

Name EQUIPMENT FINANCE, INC.

Address P. O. Box 4926

Lancaster, PA 17604

RECORD FEE 13.00

POSTAGE .50

CLASSIFIED BY 710132

12/19/88

PH

3. Maturity date of obligation (if any) _____

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

One (1) Used JCB Backhoe Loader, Model 1400, S/N 311452
One (1) Used JCB Backhoe Loader, Model 1400, S/N 316995
complete, with a Huropa 9 Ton Trailer, S/N 00451

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Ralph L. Pritchard & Lawrence E. Jackson
T/A ARUNDEL CLEARING

By [Signature]
(Signature of Debtor or Assignor)
Ralph L. Pritchard

By [Signature]
(Signature of Debtor or Assignor)
Lawrence E. Jackson

EQUIPMENT FINANCE, INC.
(Signature of Secured Party or Assignee)

By [Signature]
(Signature of Secured Party or Assignee)
Michael W. Kuntz, Vice President

13.00

STATE OF MARYLAND

523 232

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251174

RECORDED IN LIBER 471 ~~FOUPO~~ page 299 on March 8, 1984 (DATE)

1. DEBTOR

Name Mid-Atlantic Wood Preservers

Address P.O. Box 58, Shipley Avenue, Harmans, MD 21077

2. SECURED PARTY

Name Osmose Wood Preserving Co. of America, Inc.

Address 980 Ellicott Street
Buffalo, NY 14209

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Termination

RECORD FEE 10.00
POSTAGE .50
#055660 DT 12 R03 T10105
02/19/88
MH

Osmose Wood Preserving Co.
of America, Inc.

Dated 2-11-87

BY: *John L. Surdam*
(Signature of Secured Party)

John L. Surdam
Type or Print Above Name on Above Line

16.50

STATE OF MARYLAND

523 233

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271006

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

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

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

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

1. DEBTOR

Name George W. Sullivan JR.

Address 6897 Old Solomon's Island Rd., Friendship, Md 20758

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway, Upper Marlboro, Md 20072

J.I. Case Credit Corp 5790 Wide Waters Parkway, Syracuse, N.Y. 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 Used 1980 Model Case 850B Crawler Loader
Serial #7079594

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#053720 CITY #03 11/11/88

02/19/88

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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

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

George Sullivan JR
(Signature of Debtor)

George W. Sullivan JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. Weaver
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
Type or Print Above Signature on Above Line

1150

TO BE } **CROSS INDEXED** } RECORDING TAX
 NOT TO BE } **IN** } ON PRINCIPAL
 NOT TO BE } **LAND RECORDS** } AMOUNT OF
 SUBJECT TO } } \$ _____
 NOT SUBJECT TO } }

FINANCING STATEMENT 523 234

Name or Names—Print or Type William K. Lathrop 271007
 Address—Street No., 203 Twin Oaks Rd. City - County Linthicum Md. State Md. Zip Code 21090

1. Debtor(s):
 Name or Names—Print or Type Rosemary Lathrop
 Address—Street No., 203 Twin Oaks Rd. City - County Linthicum Md. State Md. Zip Code 21090

2. Secured Party:
 Name or Names—Print or Type Sears Roebuck & Co.
 Address—Street No., 3000 City - County Baltimore State Md. Zip Code 21201

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

| | |
|-------------------------|----------|
| RECORDS FEE | 15.00 |
| POSTAGE | .50 |
| 4883798 0177 003 120:13 | |
| | 12/17/88 |

4. If above described personal property is to be affixed to real property, describe real property.
dwelling 203 Twin Oaks Rd. Linthicum Md. 21090

5. If collateral is crops, describe real estate.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

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

DEBTOR(S):
[Signature]
 (Signature of Debtor)
WILLIAM K. LATHROP
 Type or Print
[Signature]
 (Signature of Debtor)
Rosemary G. Lathrop
 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)

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

1530

Done December 15, 88

523 235

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476

Page No. 317

Identification No. 293268

Dated August 10, 1988

1. Debtor(s) { Herbert L. and Francis F. Scheiner
Name or Names—Print or Type
1901 Muzenot Place, Severn, MD 21144 (Anne Arundel)
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
#055800 0777 R03 110413
02/19/88
AH

FEB 12 1988

Dated: _____ 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

AA Co
1350

Anne ... Co.

523 236

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270574

RECORDED IN LIBER 520 FOLIO 50 ON 11/13/87 (DATE)

1. DEBTOR

Name Bud Harding Contractors, Inc.

Address 402 Marlboro Rd., 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

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
R033880 DTT H03 T10:32
02/19/88
AH

Dated February 12, 1988

Thomas B. Logan

(Signature of Secured Party)

Thomas B. Logan, President
Type or Print Above Name on Above Line

271033

523 237

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 James Edwards, Jr.
Address 5580 Warren Drive, Huntingtown MD 20639

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- New J.D. 655 MFWD Utility Tractor
S/N M006550364358
- New J.D. 50" midmower
S/N M02670X557393
- New J.D. 51 Loader
S/N TY0051A001661
- New J.D. 135 Rear Blade S/N M0135BX100719

RECORD FEE 11.00
 POSTAGE .50
 AUG 23 1988 11:10 AM
 02/19/88

AK

CHECK THE LINES WHICH APPLY

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

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

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

James A. Edwards, Jr.
(Signature of Debtor)

James Edwards, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Tom Bealy
(Signature of Secured Party)

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

523 238

271633

ANNE ARUNDEL COUNTY

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 The Hardaway Company

Address Box 1360 Columbus, GA 31993

ADD. LOCATION: P.O. Box J Odenton, MD 21113

2. SECURED PARTY

Name Furnival Machinery Company

Address 7135 Standard Drive Hanover, MD 21076

Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23238

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) Komatsu Model PC220LC-3 Hyd. Excavator SN/ 22350 complete with all present and future attachments, accessories, repairs, additions, replacement parts and the proceeds thereof.

RECORD FEE \$1.00

POSTAGE .50

#055970/077 #03 7:10:37

02/19/88

Att

EXEMPT RECORDATION TAX-CONDITIONAL SALE 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)

The Hardaway Company

Billy J. Clay
(Signature of Debtor)

BILLY J. CLAY, Treas.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath
(Signature of Secured Party)

J P WREATH
Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

523 239

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259511

RECORDED IN LIBER 492 FOLIO 307 ON 12-6-85 (DATE)

1. DEBTOR

Name General Marketing Corporation
Address 5005 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1101 Kennedy Rd. Ste. 112 P.O. Box 68
Windsor, CT 06095

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

3. Maturity date of obligation (if any) Not Subject To Maturity Date

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"/> XXX (Indicate whether amendment, termination, etc.) XXXXXXXXXX AMENDMENT RECORD FEE</p> |

AMEND DEBTOR'S ADDRESS TO INCLUDE:
5005 Ritchie Highway
Brooklyn Park, MD

ALSO:
Amend collateral description to read as per attached Exhibit "A"

#035770 CT R03 710435
02/19/88
AT

Dated February 5, 1988

Cynthia Pastula
(Signature of Secured Party)

Cynthia Pastula
Type or Print Above Name on Above Line

10.00

EXHIBIT "A"

COLLATERAL DESCRIPTION

- A. All receivables of Debtor, being all of Debtor's right to payment for goods sold or for services rendered by Debtor; including, but not limited to, all accounts, installment sales contracts, accounts receivables, instruments, chattel paper, general intangibles and contract rights now owned or hereafter acquired by Debtor, and all proceeds therefrom;
- B. All of the inventory of Debtor, being all inventory, new or used, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossession, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise);
- C. All accounts and instruments;
- D. All equipment, fixtures and furniture;
- E. All general intangibles including all rental contracts, customer agreements and the proceeds from such contracts and agreements;
- F. All back accounts of Borrower;
- G. All monies, residues and property of any kind, now or at any time or times hereafter, in the possession or under the control of Lender or a bailee of Lender;
- H. All accessions to, substitutions for and all replacements, products and replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Collateral; and
- I. All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Borrower pertaining to any of the foregoing. (All of the properties and interest in property and assets of Borrower described in Subsections A through I which shall, from time to time, secure the indebtedness are hereafter collectively referred to as the "Collateral")

"Collateral Description Not Subject to Maturity Date."

STATE OF MARYLAND

523 241

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270861

RECORDED IN LIBER Book 520 FOLIO Page 402 ON 12/8/87 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 113 Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation

Address 8767 Satyr Hill Road, Baltimore, MD 21234

RECORD FEE 10.00
POSTAGE .50
MUSKOGEE CITY NOS 110137
12/19/88
Rt

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Baltimore Federal Financial, F.S.A. P.O. Box 116, Baltimore, MD
21298-9977

Assignee: 3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

Baltimore Federal Financial, F.S.A.
P.O. Box 116
Baltimore, MD 21298-9977

Atlantic Industrial Credit Corporation

(Signature of Secured Party)

Robert E. Polack, President

Type or Print Above Name on Above Line

Dated Feb 17, 1988

STATE OF MARYLAND

523 242

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271700

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 43,306.16

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 U.S. GENERAL SUPPLY CORPORATION

Address 100 COMMERCIAL STREET PLAINVIEW, NY 11803

2. SECURED PARTY

Name REYNA LEASING CORPORATION

Address 115 SOUTH LUDLOW STREET DAYTON, OH 45402

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

3. Maturity date of obligation (if any) NONE

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

SEE ATTACHED EXHIBIT A.

THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.

PRINCIPLE INDEBTEDNESS IS \$43,306.16.

Name and address of Assignee: REYNA FINANCIAL CORPORATION 115 SOUTH LUDLOW STREET DAYTON, OH 45402

RECORD FEE 11.00

RECORD TAX 304.50

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)

(If 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)

U.S. GENERAL SUPPLY CORPORATION

Type or Print Above Name on Above Line

Charles Bartel

(Signature of Debtor)

CHARLES BARTEL PRES

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

REYNA LEASING CORPORATION

Type or Print Above Signature on Above Line

11 30450.50

RECORDED COPY FILED 02/19/88 AH

EXHIBIT A TO UCC-1 FINANCING STATEMENT
(MARYLAND)

523

243

Equipment Located at: U.S. General Supply Corp.
Store #43
7900 Ritchie Highway
Glen Burnie, Maryland 21061

Certain Fixtures Purchased from Columbia Art in January
and February of 1987.

Twenty (20) #33 Drawer Cabinets Purchased from Cole
Business Furniture in February of 1987.

Shelving and Joiner Clips Purchased from HBSA Storage
Systems, Inc., in February of 1987.

One (1) Radio Shack 402 Telephone System in February of
1987.

Various Store Hooks and Bookshelves Purchased from Uniweb,
Inc. in February of 1987.

Store Fixture Package Purchased from Joyce Streater in
February of 1987.

One (1) Fire Safe, Serial #4124, Purchased from McGunn Safe
in February of 1987.

One (1) TEC Cash Register Serial #684029 Purchased from
State Cash Register in February of 1987.

LESSEE'S INITIALS CHB Res

LESSOR'S INITIALS KMB

(PD37/SLE.JTL)

523 244

871701

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

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

RECORD FEE 17.00
POSTAGE .50
#056400 07 17 803 721420
02/19/88

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)

Powerscreen Equipment Rentals, 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

523 245

TO: Stursa Equipment Company, Inc. FROM: Powerscreen Equipment Rentals, Inc.
1223 Dorsey Road Glen Burnie, MD 21061 1223 Dorsey Road Glen Burnie, MD 21061

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 Powerscreen Screening System consisting of
One (1) MKII Shredder S/N 2721634
Two (2) M60 Self powered conveyors S/N's 2434278 and 2434494
One (1) MKII Plate feed S/N 2722927

(1) TIME SALES PRICE \$ 136,368.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 136,368.00

The property purchased shall remain personal and not become part of any realty and shall be located and kept for use at: 1223 Dorsey Road Glen Burnie, MD 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirty six thousand three hundred sixty eight and 00/100 ***** Dollars (\$ 136,368.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 9th day of March, 19 88, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 5,682.00 and the final installment being in the amount of \$ 5,682.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; 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: February 9, 19 88 BUYER(S)-MAKERS(S):

Accepted Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)

By: [Signature] Co-Buyer-Maker: MARTIN STURSA U.P. (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by

3

523 24

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), 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 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 moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay and to accept service of any process within the State of New York, Holder agreeing to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and 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 therein 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 Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

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

 (Witness)

523 247
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each hereinafter called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale con-

tract and/or lease and/or chattel mortgage (herein called "contract") dated February 9, 1968

between Sturis Equipment Company, Inc. as Seller-Lessor/Mortgagor

and PowerScreen Equipment Rentals, Inc. 1223 Dorsey Road Glen Burnie, MD 21061
(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 sign the 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 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 \$130,368.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of February 19 68

Sturis Equipment Company, Inc.
(Seller-Lessor/Mortgagor)
By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

523 248

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250008

RECORDED IN LIBER 468 FOLIO 185 ON 12/2/83 (DATE)

1. DEBTOR

Name Glenn P. Smith

Address 8036 Clark Station Rd. Severn, MD 21144

2. SECURED PARTY

Name J I Case Credit Corp.

Address 290 Elwood Davis Rd. Liverpool, NY 13088

5790 Widewaters Pkwy. Dewitt, NY 13214

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p> |
| <p>Anne Arundel 7423</p> | |

RECORD FEE 10.00
POSTAGE .50
R036450 DT11 R03 T11125
02/19/88
RH

Dated February 5, 1988

J I Case Credit Corp.

(Signature of Secured Party)

Fin. Mgr.
Type or Print Above Name on Above Line

16.50

523 249

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254365
RECORDED IN LIBER 479 FOLIO 120 ON 10/26/84 (DATE)

1. DEBTOR

Name Moeller Pools, Inc.
Address 2881 Southhaven Drive Annapolis, MD 21401

2. SECURED PARTY

Name J I Case Credit Corp.
Address 290 Elwood Davis Rd. Liverpool, NY 13088
5790 Widewaters Pkwy Dewitt, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|--|---|
| <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 2406</p> |
| <p>Anne Arundel</p> | |

RECORD FEE 10.00
POSTAGE .50
4055-70 177 R13 111-25
02/19/88
AH

Dated February 8, 1988

J I Case Credit Corp.
(Signature of Secured Party)
Fin. Mgr.
Type or Print Above Name on Above Line

1050

Decesaris to Kwon.

87-4792

87-445

LIBEL 50 PAGE 115

523 251

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. 249788 recorded in Liber 467 Folio 456 on 11/10/83 at Anne Arundel County, Maryland

Return To: FERRELL & ASSOCIATES 5413 E. Backlick Rd. Springfield, VA 22151

1 DEBTOR(S) Thomas N. Vendemia, Mary Ester Vendemia, Albert G. Decesaris, Rose Mary Decesaris, Charles A. Decesaris, Andelina M. Decesaris ADDRESS(ES) 379 Berkshire Dr, Annapolis, MD 21404, 365 Berkshire Dr, Annapolis, MD 21404, 7203 Woodyard Rd, Upper Marlboro, MD 20772

2 SECURED PARTY MARYLAND NATIONAL BANK; ATTENTION Collateral Unit ADDRESS MAILSTOP 500-501 Post Office Box 987, Baltimore, Maryland 21203

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

RECORD FEE

10.00

REGISTER CITY

111-41

10/19/89

48

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 3, 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

Dec 3 2 45 PM '89

DEBTOR(S) _____

SECURED PARTY: Maryland National Bank

BY _____ (SEAL)

Debra L. Phipps, Branch Manager

(Type Name and Title)

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.

10.

10/19/89

2721703

523 232

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 10/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Micro Graphic Equipment Design, Inc.
Address 905 Truro Lane, Crofton, MD 21114

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

RECORD FEE 11.00
POSTAGE .50
#056740 DTG7 R03 T1142
02/19/88
AH

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 A. Castle
(Signature of Debtor)
JOSEPH A. CASTLE
Type or Print Above Signature on Above Line

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

B. A. Reichelderfer, Jr.
(Signature of Secured Party)
Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

11.50

523 253

Three (3) Johnson LTR8710 Mobile Radios w/ all Accessories & Microphone.

One (1) Johnson LTR8710 Control Station w/power supply & desk Microphone.

One (1) PD 1610 Control Station Antenna

Three (3) 920-P Mobile Antenna

100' #9912-N-P Beldin Transmission Line

Installation

071701

523 251

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)

Lyon, Barry, Dr.
7706 Quarterfield Road
Glen Bernie, MD 21061

2 Secured Party(ies) and address(es)

A.B.L.E. LEASING, INC.
145 W. Lynford Road
Richboro, PA 18954

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

4 This financing statement covers the following type(s) of property

LEASED BY SECURED PARTY TO DEBTOR:
1 Kaycor Yoshida SU-10 Panoramic X-Ray, S/N#XF-24
LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.

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

Frankford Trust Company
601 Dresher Rd.
Horsham, PA 19044
LE49500

POSTAGE .50

4005160 0117 003 710137

12-18-98

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

Dr. Barry Lyon

A.B.L.E. LEASING, INC.

By

Signature(s) of Debtor(s)

Title

By

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alpha(10)

STANDARD FORM - FORM UCC-1.

For Use (in Most States)

523 255

271705

FORM UCC 1

APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

| | | | | | | | |
|----------|----------|----------|-------------|--------------|-------------|-------------|-------------------|
| ALABAMA | DELAWARE | KANSAS | MICHIGAN | NEBRASKA | OHIO | VERMONT | DIST. OF COLUMBIA |
| ALASKA | IDAHO | KENTUCKY | MINNESOTA | N. HAMPSHIRE | OKLAHOMA | VIRGINIA | |
| ARIZONA | INDIANA | MAINE | MISSISSIPPI | N. JERSEY | OREGON | W. VIRGINIA | |
| ARKANSAS | IOWA | MARYLAND | MISSOURI | N. CAROLINA | S. CAROLINA | WISCONSIN | |
| COLORADO | | MASS. | MONTANA | N. DAKOTA | TENNESSEE | WYOMING | |

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

No. of Additional Sheets Presented

2. Maturity Date (Optional)

1. Debtor(s) (Last Name First) and Address(es):
 Jones Intercable, Inc.
 815 Route 3
 Gambrills, MD 21054

2. Secured Party(ies) - Admitted And Named:
 Maryland Clarklift Co.,
 Div. The Space Maker
 Group Inc.
 3310 Childs Street
 Baltimore, MD 21226

4. For Filing Officer: Date, Time, File No., Filing Office
 RECORD FEE 11.00
 POSTAGE .50
 RECEIVED STATE NO. 110643

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

one used Clark Model G500Y40 Forklift
 S/N Y355-535-4324

Proceeds — Products of the collateral are also covered.

5. Assignee(s) of Secured Party, Address(es):
 12/19/88
 Maryland Clarklift Co., Div.
 The Space Maker Group, Inc.,
 3310 Childs Street
 Baltimore, Maryland 21226

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

8. Signatures: [If debtor's signature omitted pursuant to G.S. 25-9-402 (2), indicate reason.] This instrument prepared by Secured Party and Assignee of Secured Party.

By [Signature]
Debtor(s) [or Assignor(s)]

By _____
Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

Standard Form Approved by ALL STATES SHOWN ON STUB UCC 1

(1) Filing Officer Copy - Numerical

771707

523 257

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) North American Beauty Services, Inc. 6750 Baymeadow Road Glen Burnie, Maryland 21061 | 2 Secured Party(ies) and address(es) Merrill Lynch Interfunding Inc., as Subordinated Lender North Tower, 18th Floor World Financial Center 250 Vesey Street New York, New York 10281-1201 Attn: Milan Resanovich | 3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office): |
| 4 This financing statement covers the following types (or items) of property: All of the "Collateral," as that term is defined in the Subordinated Security Agreement dated as of February 12, 1988 made by Debtor in favor of Secured Party. | | RECORD FEE: 11.00 POSTAGE: .50 5 Assignee(s) of Secured Party and Address(es): 20/19/88 AH |

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

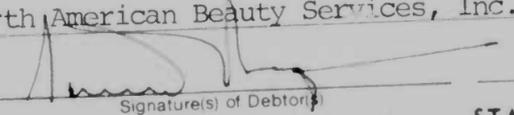
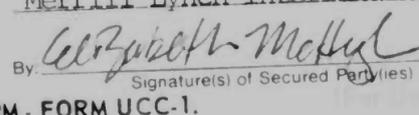
already subject to a security interest in another jurisdiction when it was brought into this state

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 Collateral are also covered No. of additional Sheets presented: _____

North American Beauty Services, Inc. _____ Merrill Lynch Interfunding Inc. _____

By:  _____ Title _____ By:  _____ Title: *Attorney in Fact*

Signature(s) of Debtor(s) _____ Title _____ Signature(s) of Secured Party(ies) _____ Title _____

(1) Filing Office Only - Attachments

STANDARD FORM - FORM UCC-1.

523 258

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)
Exide Electronics Corporation
3201 Spring Forest Road
Raleigh, North Carolina
27604

2 Secured Party(ies) and address(es)
Citicorp Industrial Credit, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 10.00
POSTAGE .50
#054930 7117 000 7111870

4 This statement refers to original Financing Statement No. 258300 Dated _____, 19____
Date filed: August 29, 19 85 Filed with Clerk Circuit Court, Arundel County, MD 2/19/88

- 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

.....
Signature(s) of Debtor(s) if an Amendment

Dated:, 19

CITICORP NORTH AMERICA, INC. as
Successor-in-interest to
CITICORP INDUSTRIAL CREDIT, INC.

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

UCC-3
1050
FILING OFFICER COPY - ALPHABETICAL

523 250

271708

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) <i>John A Blake 929 Bayard Rd Kothian Md 20711</i> | 2. Secured Party(ies) and address(es) <i>Chrysler First Financial Services Cooperation 12500 Fair Lakes Circle STE 250 Fairfax, VA 22033</i> | 3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #15560 OTT R03 121426 02/19/88 AM 5. Assignee(s) of Secured Party and Address(es) |
| 4. This financing statement covers the following types (or items) of property <i>DC1 Sojia Grand High Polish Ebony with serial # G017008</i> | | |

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION OF TAXES.
THIS FINANCING STATEMENT SECURES AN INSTALLMENT PURCHASE.

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 _____

John A. Blake

John Blake
Signature(s) of Debtor(s)

(1) Filing Officer Copy—Alphabetical

Chrysler First Financial Services Corp.

Ann M. Jackson
Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.
11.80

523 260

271710

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

No. of Additional Sheets Presented: _____

3. The Debtor is a transferee of a claim.

1. Debtor(s) Name (Name and Address(es)):
DONALD R. PORTER
#200 WAYSONS MHP
LOTHIAN, MD 20711
ROSALIE G. DODSON

2. Secured Party(ies) Name(s) and Address(es):
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613

4. For Filing Office (Date, Line No., Filing Office):
~~2/27/85~~ *2/27/85*

RECORD FEE: 12.00

5. This financing statement covers the following types of items of property:
1988 CAMBRIDGE 227237
48 X 24 SCHULT Rooms

6. Assignee(s) of Secured Party and Address(es):
Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

To include 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 retail security agreement

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 materials of 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: _____

405524 1777 R08 110-36

| No. & Street | Town or City | County | Section | Block | Lot |
|--------------|--------------|--------|---------|-------|-------|
| | | | | | 19/85 |

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 or which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor; or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State; or when the Debtor's location was changed in this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s); or
 Lessee(s) and Lessor(s).

By DONALD R. PORTER *Donald R. Porter* By _____ Crescent Financial, Inc.
 By ROSALIE G. DODSON *Rosalie G. Dodson* By *Rinda Jaggar*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (1) Filing Office Copy - Numerical (Required only if Item 10 is checked)

(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

523 201

271751

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

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

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 |
|--|-----|--------|------|-------|
|--|-----|--------|------|-------|

J D CONSTRUCTION CO., INC., 156 Ritchie Highway, Severna Park, Maryland
a Maryland corporation

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
|-----------------------------------|-----|--------|------|-------|

DOMINION BANK OF MARYLAND, 7220 Wisconsin Ave., Bethesda, Md. 20814
National Association

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

RECORD FEE 33.00
POSTAGE 2.00
100-910 1345 R04 114130
02/19/01

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

PH

KATZ, FROME, SLAN & BLECHER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-2004

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.)

Part of the

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

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

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

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

Debtor(s) or assignor(s)

J D CONSTRUCTION CO., INC., a Maryland corporation

(Seal)

(Corporate, Trade or Firm Name)

BY:

ROY E. HEDRICK

Signature of Secured Party or Assignee

(Type or print name under signature)
(Corporate seal)

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

PARCEL I:

ALL THAT CERTAIN piece, parcel or tract of land located on the westerly side of Maryland Route No. 648, known as Baltimore Annapolis Boulevard, in the Third Election District of Anne Arundel County, Maryland, being bounded and more fully described in accordance with a survey made by Kidde Consultants, Inc. as follows, to wit:

BEGINNING at a point on the westerly right-of-way line of said Baltimore Annapolis Boulevard, said point being the northeasterly corner of the herein described tract and the southeasterly corner of lands of Timothy Brown; THENCE extending from said point of beginning along said westerly right-of-way line of Baltimore Annapolis Boulevard South $15^{\circ} 10' 04''$ West (referring all courses herein to the Maryland State Plane Coordinate Grid), a distance of 471.57 feet to a point, being the northeasterly corner of Lot 9, Block C, of the subdivision of lands of Longshoremens Local 858; THENCE along the northerly line of said Lot 9, and the northerly lines of Lots 8 through 1 of said block and subdivision North $77^{\circ} 15' 17''$ West, a distance of 1098.54 feet to a point, being the northwesterly corner of said Lot 1; THENCE along the easterly line of Lot 8, Block E, of said subdivision North $12^{\circ} 44' 43''$ East, a distance of 471.15 feet to an iron pipe, being the southwesterly corner of lands of Vernon Oden; THENCE along the southerly line of said Oden lands, and the southerly lines of lands of Costell Meachem and the aforesaid lands of Timothy Brown South $77^{\circ} 15' 17''$ East, a distance of 1118.47 feet to the POINT OF BEGINNING.

CONTAINING IN AREA 11.9897 Acres of land, more or less.

PARCEL II:

ALL THAT CERTAIN piece, parcel or tract of land located on the westerly side of Maryland Route No. 648, known as Baltimore Annapolis Boulevard, in the Third Election District of Anne Arundel County, Maryland, being bounded and more fully described in accordance with a survey made by Kidde Consultants, Inc. as follows, to wit:

BEGINNING at a point on the westerly right-of-way line of said Baltimore Annapolis Boulevard, said point being the northeasterly corner of the herein described tract and the southeasterly corner of lands belonging to David H. Jones; THENCE extending from said point of beginning along said westerly right-of-way line of Baltimore Annapolis Boulevard South $17^{\circ} 10' 50''$ East (referring all courses herein to the Maryland State Plane Coordinate Grid), a distance of 528.00 feet to a point; THENCE continuing along said right-of-way line South $29^{\circ} 25' 50''$ East, a distance of 9.19 feet to a point, being the northeasterly corner of lands belonging to Eugene Johnson; THENCE leaving said right-of-way line and along the northerly line of said Johnson lands, the following two (2) courses: (1) South $63^{\circ} 34' 10''$ West, 30.46 feet to an iron pipe found; THENCE (2) South $63^{\circ} 34' 10''$ West, 435.60 feet to a point, being the northwesterly corner of said Johnson lands; THENCE along the westerly line of said Johnson lands South $30^{\circ} 00' 50''$ East, a distance of 100.99 feet to a point on the line of lands of CBZ Construction and Management Corp.; THENCE along the northerly line of said CBZ Construction and Management Corp. lands the following two (2) courses: (1) South $63^{\circ} 34' 10''$ West, 172.86 feet to an iron pipe found; THENCE (2) South $63^{\circ} 34' 10''$ West, 148.75 feet to a stone found, being the southeasterly corner of lands of William E. Houser; THENCE along the easterly line of said Houser lands and the lands of William Adams the following two (2) courses: (1) North $15^{\circ} 10' 50''$ West, 364.16 feet to a stone found; THENCE (2) North $15^{\circ} 10' 50''$ West, 423.72 feet to an iron pipe found, being the southwesterly corner of lands of aforesaid David H. Jones; THENCE along the southerly line of said Jones lands North $74^{\circ} 49' 10''$ East, a distance of 726.00 feet to the POINT OF BEGINNING.

CONTAINING IN AREA 11.0453 Acres, MORE OR LESS.

EXHIBIT "B"
PROPERTY SUBJECT TO SECURITY INTEREST

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

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

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

CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or on behalf of one of the parties to the written instrument, or by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 523 201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271700

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 West Bank Contracting Co., Inc.
Address PO Box 6479, Annapolis, MD 21401 (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) Liebherr A 912 Excavator SN 1166
w/32" Bucket & Rammer 800HD Hammer
SN 2470

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .30

#055340 0345 RM4 TU9431
02/23/01

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)

na

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

na

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

West Bank Contracting Co., Inc.

[Signature of Debtor]

Jeff Zimmerman V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

[Signature of Secured Party]

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

523 205

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271701

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

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

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

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

1. DEBTOR

Name Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive Pasadena, MD 21122

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

3440 0340 004 110101

02/02/08

AM

3. Maturity date of obligation (if any) _____

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

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

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

CONDITIONAL SALE CONTRACT NOTE

523 206

TO: Beltway International Trucks, Inc. FROM: Gunther's Leasing Transport, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 9350 Capel Drive Pasadena, MD 21122

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 'Five (5) 1988 Navistar Model 2375 Tractors' and a summary of 'TIME SALES PRICE', 'DOWN PAYMENT IN CASH', 'DOWN PAYMENT IN GOODS', and 'CONTRACT PRICE'.

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 Two hundred forty thousand six hundred forty five and 42/100****

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 15th day of March, 19 88, and continuing on the same date each month thereafter until paid: the first 35 installments each being in the amount of \$ 5,081.25 and the final installment being in the amount of \$ 62,801.67

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. 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.

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: February 15, 19 88

BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)

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

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] Co-Buyer-Maker: Mark D. Gunther, Pres (SEAL) (Print Name of Co-Buyer-Maker Here)

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

By: _____

This instrument prepared by _____

523 267

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: _____ 19 _____ (SEAL)

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

523 208

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 con-

tract and/or lease and/or chattel mortgage (herein called "contract") dated February 15, 1988
between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee
and Gunther's Leasing Transport, Inc. 1550 Chapel Drive Pasadena, MD 21122
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it 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 \$ 240,645.42
IN WITNESS WHEREOF, we have hereunto set out hand and seal this 15th day of February 19 88

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

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Financing Statement

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

523 269

SUBJECT TO

NOT SUBJECT TO

per tax-property, section 12-108(k) (4)

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 271702

FINANCING STATEMENT

SPENCER OLSON, M.D.

Name or Names - Print or Type

3180 Solomans Island Road, Edgewater, Maryland 21032

Address - Street No.

City-County

State

Zip Code

1. Debtor(s):

Name or Names - Print or Type

Address - Street No.

City-County

State

Zip Code

S&W IMAGING SYSTEMS, INC.

Name or Names - Print or Type

9445 U.S. Route No. 1 (M-N)
P.O. Box 1056, Savage, Maryland 20763

Address - Street No.

City-County

State

Zip Code

2. Secured Party

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

SEE ATTACHED

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

X *Spencer Olson*
(Signature of Debtor)

SPENCER OLSON, M.D.

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

S&W IMAGING SYSTEMS, INC.

(Company, if applicable)

X *A. L. Maddox*
(Signature of Secured Party)

A. L. Maddox, President

Type or Print (Include title if Company)

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

Name and Address Norman B. Handler, Esq., 7315 Wisconsin Ave., #601N
Bethesda, Maryland 20814

11/50

RECORD FEE 11.00
POSTAGE .50
POSTAGE OFFICE 710444
02/22/88
AH

523 270

SCHEDULE A

Radiographic Equipment

- 1 Used non-certified 200MA, 100KVP Generator with floor-to-ceiling Tubestand, X-Ray Tube, Cables, Collimator, and wall Cassette Holder
- 1 Refurbished Filamatic F-140 Automatic Film Processor
Spectroline Cassettes with Kyoko Special Screens
2 of 14" x 17", 1 of 10" x 12"
- 1 Darkroom Safelight
- 1 Film Bin
- 1 S&S Film ID Printer
- 1 Prefabricated Lead Control Booth:
 - One 30" Protectopanel
 - One 12" Protectopanel with 45 degree corner connector and 12" x 12" lead glass.

STATE OF MARYLAND

523 271

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271703

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 MARINE FASTENERS, INC.
Address 1805 George Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name FLEET CREDIT CORPORATION
Address 111 Westminster St., Providence, RI 02903

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

AM#40-633201

3. Maturity date of obligation (if any) _____

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

All equipment as listed on Schedule "A" attached hereto and made a part hereof. This equipment is owned by FLEET CREDIT CORPORATION and is being leased to CHESAPEAKE MARINE FASTENERS, INC. under a true lease. This filing is a memo of the lease transaction.

FILED WITH/CLK OF CIRCUIT CT/ANNE ARUNDEL, MD

RECORD FEE 11.00
POSTAGE .50
#057930 C/TT R03 T11434
02/23/88
AH

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)

CHESAPEAKE MARINE FASTENERS, INC.

By: Richard W. Sadler Pres.
(Signature of Debtor)

RICHARD W. SADLER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FLEET CREDIT CORPORATION

By: P. S. Kane, A/P
(Signature of Secured Party)

PATRICIA S. KANE
Type or Print Above Signature on Above Line

1150

SCHEDULE "A"
TO UCC-1 FINANCING STATEMENT

523 272

4000633201
NAME: CHESAPEAKE MARINE

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which CHESAPEAKE MARINE FASTENERS, INC. is Debtor and Fleet Credit Corporation is Secured Party.

- (1) CABLE-924 TO DX2100 - 15
- (3) CABLE - CB811 TO 924 (LENGTH TO BE DETERMINED)
- (1) CABLE CB811 TO 810 PRT (LENGTH TO BE DETERMINED)
- (1) CABLE - CB811 TO MODEM - 20
- (1) CABLE - CB811 TO IBM PC SERIAL PORT (LENGTH TO BE DETERMINED)
- (1) AX2400C MICROCOM 2400 BAUD EC MODEM WITH COMPRESSION S/N 8714
- (1) 931 EMULATION SOFTWARE (FOR IBM PC)
- (1) FASPAC COMPUTER SYSTEM CONSISTING OF:
 - (1) 2535748-0001BS1110, 1.15MB RAM, 87MB DISK, TAPE, CB811, 924 SERIAL NO. 4365470004
 - (2) S11-600 512K RAM EXP KIT SERIAL NO. 39700200B1E7
 - (2) 2543001-0001 924 VDT WITHOUT I/F CBL SERIAL NOS. 4664970577 & 4664970711
- (1) DX2100 FUJITSU DX2100 PRT
- (5) DC600A DATA CART. 3M 600 - FOR BUS PRO
- (1) FPINV FASPAC INVOICE FORMS (850/BOX)
- (1) FPSCI COUNTER SALES INVOICE FORMS (1100/BOX)
- (1) FASPAC USER MANUAL, SUPPLY OF BLANK WHITE PAPER
- (1) CONFIGURATION AND TRAINING
- (1) FPPL FASPAC PICK LIST FORMS (1100/BOX)

AND ALL ACCESSORIES AND ATTACHMENTS TO ALL OF THE ABOVE

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: CHESAPEAKE MARINE
FASTENERS, INC.

Secured Party: Fleet Credit Corporation

By: [Signature]
Title: Pres.

By: [Signature]
Title: AVP

523 273

CQT2

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)
Robert Lamb
Brenda Lamb
1336 W. Budget Rd
Davidsonville, Md 21035

2. SECURED PARTY (HERE AND ABOVE)
Ford Motor Credit Company
P. O. Box 637
1133 Old Hickory Drive
Mechanicsville, VA 23111

3. This statement refers to original Financing Statement No. 38076 Dated 12-1-86

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

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

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

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

BOOK 505
PAGE 298

RECORD FEE 10.00
POSTAGE .50
H057400 DT77 R03 11:31
02/22/88
AH

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

Dated: February 5, 1988

Ford Motor Credit
(NAME OF SECURED PARTY)
By: C. Y. Matthews

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

1050

B1685

10131

1150

Q.Q.

523 274

271705

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 IS A CONDITIONAL SALES CONTRACT **

This financing statement Dated 2/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Circle Machine Service Inc
Address 1500 Blaine Rd Glen Burnie, Md 21031

2. SECURED PARTY

Name HCH Leasing Co Inc
Address PO Box 15426 Towson, Md 21286-3928

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) Bridgeport Milling Machine
- (1) Chrome Plating & Chrome Screws
- (1) w/earo Digital Readout
- (1) 6" Mill Vise
- (2) Servomodel 200-150

RECORD FEE 11.00
 POSTAGE .50
 MUSTY20 LTTT H03 T11432
 02/22/88
 AH

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)

CIRCLE MACHINE SERVICE INC
 E Brierley
 (Signature of Debtor)

Evan Brierley VicePres
 Type or Print Above Name on Above Line

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

HCH Leasing Co Inc
 Shirley Camilli Ofc Adm
 (Signature of Secured Party)

Shirley Camilli Ofc Adm
 Type or Print Above Signature on Above Line

1150

523 275

271706

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).

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401

Diamond Acceptance Corp.
Apple Hill, Suite 205
Natick, MA 01760

Lease # 12922L470 #13

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

- 2 Everex Computers Ser.# 70925508 Ser.# 70925509
 - 2 Seagate 20 MB Hard Disk Ser.# 4365640 Ser.# 4344613
 - 2 360 KB Floppy Disk Drives
 - 2 Magnavox EGA Monitors Ser.# 56054726 Ser.# 6057140
 - 2 Memory Cards
 - 2 Gateway G-Net Cards
- Recordation Tax is not Applicable As This Is a True Lease.

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

RECORD FEE 11.00
POSTAGE EXPT. NO. 111435

AH

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*
Signature(s) John F. Capossela, Dir.

Gay L. French
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

Purch & Contracts
STANDARD FORM - FORM UCC-1.

1132

523 278

271707

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 4144-94224 | 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 33.00 RECORD COPY ONE TO 1437 12/22/88 R |
| 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. 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: XX

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)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

LEASE WITH OPTION TO PURCHASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Schedule C

Lease Agreement # 4144-94224
Ref: Master Lease Agreement # 4144-84476

523 277

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 15341 Rd. 28-1/2
City Madera County _____ State CA Zip 93638
Attn: Doug White (209) 673-9231

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 \$ 275.60 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 \$ 13,237.05.

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:

$$\frac{\text{Net Price of Equipment to be Purchased}}{\text{Total Net Price of Equipment}} \times \text{Amount to Finance} \quad \text{OR}$$

the then Fair Market Value of each item of Equipment to be purchased; OR
 One Dollar (\$1.00) for all items of Equipment (available only for State and Local Government Leases or with special approval).

plus any accrued late charges and taxes applicable to the transfer of 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;

523 278

(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 | \$13,237.05 |
| NET PRICE — SOFTWARE | 0.00 |
| TOTAL NET PRICE — EQUIPMENT | 13,237.05 |
| OTHER COSTS | 0.00 |
| LESS: DOWN PAYMENT/CREDITS | 0.00 |
| AMOUNT TO FINANCE | \$13,237.05 |

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. S. Sutkatis
Authorized Signature

NAME/TITLE: JOHN F. SUTKATIS/DIRECTOR M.I.S

DATE: 1/18/88



FEDERAL EXPRESS #861647-000

STATE OF MARYLAND
Anne Arundel Co., MD.

523 279

FINANCING STATEMENT FORM UCC-1

Identifying File No. 871708

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

Not subject to Recordation Tax pursuant to Md. Tax-Property Code Ann. §12-108(k)
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gemini Equipment Partners Income Fund VII, L.P.
Address 8200 Greensboro Drive, McLean, Virginia 22102

2. SECURED PARTY

Name Goldome
Address One Fountain Plaza, Buffalo, New York 14203

Finalco, Incorporated, 8200 Greensboro Drive, Suite 1400, McLean, VA 22102

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 Equipment described on the attached pages and Equipment Schedule #861647-000 4/28/86 to Master Lease Agreement dated 8/28/85 between Finalco, Incorporated, lessor, and Federal Express Corporation, lessee (which lease has been assigned to Debtor by Finalco, Incorporated.)

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#057870 0717 #03 711:39

For information purposes only, the collateral may be located at the premises of: SEE ATTACHED PAGES.

02/22/88
RM

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)

GEMINI EQUIPMENT PARTNERS INCOME FUND VII, L.P. BY: FINALCO GROUP, INC.
GENERAL PARTNER (same name on Above Line)

(Signature of Debtor)

BY: Joseph A. Bennett

TITLE: Administrator
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

523 250

. This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: equipment manufactured by

The Equipment consists of the following Units of Tandem Computers Incorporated
electronic data processing equipment:

| Description | Model | Serial Number | Quantity |
|----------------------------------|------------|---------------|----------|
| Ext Pkg. System | T16/270 | | 1 |
| Ext Pkg. Sys. Int. Add-In Drive | T16/42 | | 1 |
| Bit Synchronous Controller (RS-) | T16/62A-2 | | 1 |
| Memory Module, MOS, 2 M Bytes | T16/2422 | | 4 |
| Bit Synchronous Controller (RS-) | T16/6204-2 | | 5 |
| X.25 Access Method-Ext ILF + DS | T16/9060ED | | 1 |
| Terminal, CRT, Multi-Page 12in | T16/6531 | | 1 |
| USASCII Keyboard 6530/31/32 Term | T16/653KA | | 1 |
| SNAX-Ext ILF + DSO | T16/9064ED | | 1 |
| SNAX/HLS-Ext ILF + DSO | T16/9089ED | | 1 |
| Guardian 90XF-Ext ILF + DSO | T16/9090ED | | 1 |
| 653X Extra Length Cable Set | T16/6LC | | 1 |

Equipment Schedule 861647-000 dated as of 4/28/86 to Master Lease Agreement dated as of 8/28/85 between Finalco, Incorporated, Lessor and Federal Express Corporation, Lessee covering the aforementioned equipment.

PLEASE STAMP ADDITIONAL ATTACHMENT AND RETURN

Original Location of the Equipment: Premises of Federal Express Corporation

719 Hammonds Ferry
Street Address

Linthicum, Anne Arundel, Maryland 21090
City County State ZIP

523 291

271700

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)

David McAllister
5 Ridgely Road
Glen Burnie Park, MD 21061

2 Secured Party(ies) and address(es)

TBC Financial Services, Inc.
103 Springer Bldg., Concord Plaza
3411 Silverside Blvd.
Wilmington, DE 19810

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

RECORD FEE 11.00

POSTAGE .50

#105000 0117 103 71145

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

All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of ANNE ARUNDEL

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

AA

NOT SUBJECT TO RECORDATION TAX.

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

By

David McAllister
Signature(s) of Debtor(s)

Title

By

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

Asst. Treas.

Title

(If Filing Office Copy-Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

271710

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 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David C. Clark, T/A Advertising Assistants
Address 3048 Riva Rd, Riva, Maryland 21140

2. SECURED PARTY

Name Madison Bank of Maryland
Address 8677 Georgia Ave., Silver Spring, MD 20910

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)

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

12.00
#053060 0777 RD3 111498
08/22/88
RH

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)

By: [Signature]
(Signature of Debtor)

David C. Clark
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Madison Bank of Maryland
By: [Signature]
(Signature of Secured Party)

Dorothy S. McClay, Vice President
Type or Print Above Name on Above Line

18

523 288

FINANCING STATEMENT

271711

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

ALL SOCCER, INCORPORATED
trading as THE ATHLETE'S STORE
558-J Ritchie Highway
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

SIGNET BANK/MARYLAND
511 Crain Highway, S.E.
Glen Burnie, Maryland 21061

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

RECORD FEE 13.00
 POSTAGE .50
 REGISTERED MAIL 114.47

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 85,000.00

02/22/88
RH

DEBTOR:

ALL SOCCER, INCORPORATED

By: Joseph S. Crawford, Jr. (SEAL)
President

AFTER RECORDATION RETURN TO:

Gebhardt & Smith
9th Floor, World Trade Center
Baltimore, Maryland 21202
(BRL) 07054

1300

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514
ID No. _____

Page No. 28

1. Debtor(s) William J. Wroten and Jean L. Wroten
Name or Names - Print or Type
- P.O. Box 1501, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
Name or Names - Print or Type
- P.O. Box 17027 Baltimore Maryland 21205
Address-Street No. City, State Zip
3. Maturity Date (if any) N/A

4. Check Applicable Statement:

| | |
|---|---|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 7058540 0055 R03 124754 02/22/88 AH</p> |

*BEING KNOWN AND DESIGNATED as Lot 14A, as shown on the Plat entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

Dated: Jan 8, 1988

MERCANTILE MORTGAGE CORPORATION

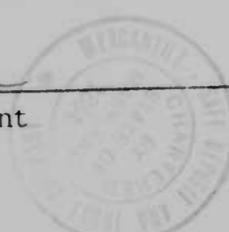
Return to:

James C. Praley, Esq.
P.O. Box 1330
Glen Burnie, MD 21061
(Eddy - 125 Allen Rd)
Woodcrest Homes
87-547

Paul W. Parks
Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST

Ronald D. Mettam
Ronald D. Mettam, Vice President



1000
50

UNIFORM COMMERCIAL CODE
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. Wroten and Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304 Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

P.O. Box 17027 Baltimore Maryland 21203
Address-Street No. City, State Zip

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

| | |
|---|---|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |

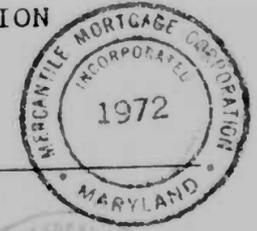
RECORD FEE 10.00
POSTAGE .50
#058820 0055 003 114:59
02/22/88

*BEING KNOWN AND DESIGNATED as Lot 1-A, as shown on the Plat entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

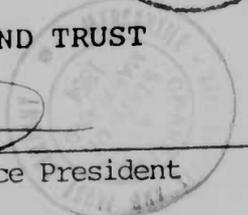
Dated: January 25, 1958 MERCANTILE MORTGAGE CORPORATION

Return to:
James C. Praley, Esq.
P.O. Box 1330
Glen Burnie, MD 21061
(87-557) Hucks
6349 Harris Hgts Ave.

Paul W. Parks
Paul W. Parks, President



MERCANTILE-SAFE DEPOSIT AND TRUST
Paul A. Stuart
Paul A. Stuart, Vice President



523 280

STATEMENT OF TERMINATION OF FINANCING

Land

RECORD

Liber 502 Folio 143

File No. 263511

xxx Financing Statement

DEBTOR (OR ASSIGNOR)

NAME

ADDRESS

Southern Maryland Aluminium Products Company, Inc.

1268 Central Avenue,
Davidsonville, Maryland 21035

RECORD FEE 10.00

POSTAGE .50

#54230 1237 103 109:07

12/23/88

SECURED PARTY (OR ASSIGNEE)

PH

SECOND NATIONAL BUILDING AND LOAN, INC., P.O. Box 2559, Salisbury, Maryland 20801

The Secured Party certifies that it has terminated the security interest evidenced the Financing Statement filed as stated above, as it pertains to accounts receivable.

The filing officer is authorized to note the termination of that security in the index at the number given above, to remove from the files the Financing Statement filed at that number, and return this Termination Statement to the Debtor at the above address.

Date: Jul 22, 1988

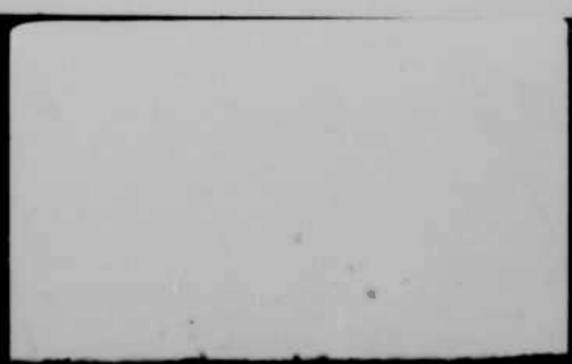
SECOND NATIONAL BUILDING AND LOAN, INC.

BY: [Signature]
Secured Party (or assignee)

RETURN TO: Annapolis Bank & Trust Co.
P.O. Box 311
Annapolis, MD 21404
ATTN: Pamela J. Coster



10 50



RETURN TO:
Central Maryland Title Company
7310 Ritchie Highway Suite 210
Glen Burnie, Maryland 21061

523 257

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$408,000.00

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

DATE: January 25, 1988

FINANCING STATEMENT

1. Debtor: Address:
NEW ENGLAND DEVELOPERS, INC. 102 Old Solomons Island Road
3rd Floor
Annapolis, Maryland 21401
2. Secured Party: Address:
SIGNET BANK/MARYLAND P.O. Box 1077
Baltimore, Maryland 21203
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

RECORDED FEE 13.00
POSTAGE .50
RECORDED FEE 101 118154
10 27 88

AM

1310

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lots 65, 66, 73 and 74 as shown on Plat No. 2, entitled PLEASANT PLAINS, as said plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 3, Folio 32.

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

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

NEW ENGLAND DEVELOPERS, INC.

SECURED PARTY:

SIGNET BANK/MARYLAND

By Mark W Clark

By Angela M Wright
Vice President

NEDFS395.198 K1

271713

523 290



FINANCING STATEMENT-UCC-1

Ford Motor Company

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

| | | |
|--|--|--|
| 1. Debtor(s) (Last Name, First) and Address(es) Bert Spriggs Motor Sales 1013 West Street Annapolis, MD 21401 | 2. Secured Party(ies) and Address(es) Ford Motor Company 300 Renaissance Center P.O. Box 43316 Detroit, Michigan 48243 Attn: Finance Planning | 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 collateral: #057170-0345 RD4 T10451 02/23/88

Texas Instruments Minicomputer-Processor and all current and after acquired peripherals, supplies and accessories including but not limited to communication lines, paper, magnetic tapes, ribbons, disk packs, cabinets and all proceeds from the sale or other disposition thereof.

COUNTY- NOT SUBJECT TO TAX

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented

Filed with:

This instrument prepared by: Ford Motor Company

BERT SPRIGGS MOTOR SALES (Debtor) Ford Motor Company (Secured Party)

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

322-242

FILING OFFICER'S COPY - RETURN TO ALI

SEAN RUSSELL, F&B MORTGAGE, INC., 6000 EXECUTIVE BLVD., SUITE 508, ROCKVILLE, MD 20852

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1621 Eye St. N.W. Washington, D.C. 20006

523 211

271711

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MD
~~LAND RECORDS~~

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> |
| American Homes Corporation | | 647 Revell Highway | Annapolis | Maryland 21401 |

| | | | | |
|--|------------|---------------------|-------------|----------------|
| <u>Name of Secured Party or assignee</u> | <u>No.</u> | <u>Street</u> | <u>City</u> | <u>State</u> |
| FIRST WOMEN'S BANK OF MARYLAND | | 1800 ROCKVILLE PIKE | ROCKVILLE | MARYLAND 20852 |

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

The collateral is described on Exhibit A attached hereto. The real estate in which the collateral is located is described in Exhibit B attached hereto. The record owner of the real estate is Debtor.

RETURN TO:

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

RECORD FEE

13.00

CHECK THE LINES WHICH APPLY

POSTAGE

.50

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.)

03 712:03

02/23/89

44

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)
AMERICAN HOMES CORPORATION

By:

Christopher H. Hill, President

(Corporate, Trade or Firm Name)

(Seal)

Signature of Secured Party or Assignee

(Type or print name under signature)

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

135.50

EXHIBIT A

This Financing Statement covers the following types of property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant under a lease or any property owned by a general contractor; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, and awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by Debtor to Secured Party in the amount of \$372,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

EXHIBIT B

All that Land situated in the Anne Arundel County, Maryland and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 9A and 11A, in a subdivision known as Plat 2 of 2, SHADOW POINT, A resubdivision of Lot 1 & Residue Parcel as recorded in Plat Book 87, folio 44" as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 106 pages 27 and 28.

BEING some of those lots conveyed by William L. McDowell and Virginia W. McDowell, his wife, unto Penelope J. Golkin, by virtue of a Deed dated January 4, 1985 and recorded among the Land Records of Anne Arundel County, Maryland at Book 3896, page 186

NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21061
(301) 768-6813

LAG-SE

523 204

271715

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

Larry Lowry

6702 Ft. Smallwood Road
Baltimore, Md. 21226

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

1972 International Bulldozer, 250 Series, Ser # A6120

RECORD FEE 11.00

POSTAGE .50

WUG0310 0040 803 713:36

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

02/23/88

AH

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)

Larry Lowry
Larry Lowry

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

Earl C. McNay
Earl C. McNay, AVP

Type or print names under signatures

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

523 295

FINANCING STATEMENT

271716

- 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) _____

Horizon Yacht Sales, Inc. 8377 Jumpers Hole Road
 D/B/A Elegant Yachts of the Chesapeake Millersville, MD 21108

RECORD FEE 12.00
 POSTAGE .00
 BUSINESS DIST. FOL. 110419
 10/23/85
 AH

6 Secured Party _____ Address _____

First Federal Savings & Loan Association of Annapolis 1832 George Ave.
 Annapolis, MD 21401

Attention: Gayle Haines, Loan Processor
(Type name & Title)

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

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

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

C. General Intangibles. All of the general intangibles of each Debtor (including without limitation, all things in action, 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 Horizon Yacht Sales, Inc.
D/B/A Elegant Yachts of the Chesapeake (Seal)

BY: Russell Dwyer, President (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)

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$1,600,000.00

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

DATE: February 12, 1988

FINANCING STATEMENT

- | | | |
|--|---|--|
| 1. Debtor: | Address: | |
| DALES HOME BUILDERS, INC. | 119 Litton Dale Lane Pasadena, Maryland 21122 | REGISTRATION FEE 13.00 STAMP DUTY 1.50 RECORDING FEE 2.00 TOTAL 16.50 1/11 |
| 2. Secured Party: | Address: | |
| FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION | 9151 Baltimore National Pike Ellicott City, Maryland 21043 | |
| 3. This Financing Statement covers: | | |

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) -all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

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

MAIL TO: SMITH, SOMERVILLE & CASE, 100 LIGHT STREET, BALTIMORE, MARYLAND 21202-1084

13-50

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

DALES HOME BUILDERS, INC.

By *[Signature]*

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By *[Signature]*
Executive Vice-President

DALES#5.198.amp

EXHIBIT A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lots 16, 21 and 23, as shown on the plats of THE DALES, which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, Folios 14 through 16, inclusive.

08690-19027^E



523 299

MARYLAND FINANCING STATEMENT CONTINUATION OR PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 0481

Page No. 583

Identification No. 255336

Dated January 23, 1985

1 Debtor(s) { Altruistic Vending Services, Inc.
 Name or Names — Print or Type
 1994 Moreland Parkway #10 Annapolis, MD 21401
 Address — Street No. City — County State Zip Code

2 Secured Party { The First National Bank of Maryland
 Name or Names — Print or Type
 P.O. Box 1596 Baltimore, MD 21203
 Address — Street No. City — County State Zip Code

3 Maturity Date (if any)

4 Check Applicable Statement (be very careful to check the correct box)

- The original Financing Statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- The Secured Party releases the following collateral described in the Financing Statement bearing the file number shown above.

RECORD FEE 10.00
 POSTAGE .50
 FEB 11 1988
 12/24/88
 AH

Dated February 10, 1988

The First National Bank of Maryland
 Yvonne M. Barcroft
 (Name of Secured Party)

Yvonne M. Barcroft
 (Signature of Secured Party)

Loan Accounting Officer
 Type or Print (Include Title if Company)

1530

523 300

Anne Arundel County

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

| | |
|--|--|
| 1. DEBTOR and address (Last Name First) All-Makes, Inc. 2441-B Mountain Road Pasadena, Maryland 21122 | 2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX 25 W. Chesapeake Avenue Towson, Maryland 21204 |
| 3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office) | 4. RETURN TO SECURED PARTY |

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Number ID #243353 Date July 16, 19 82
Record Reference Liber #451 Page #461

| | |
|--|--|
| 6 A CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective. | 6 B RELEASE <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below. |
| 6 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 referred to above in the property listed below. | 6 D OTHER <input checked="" type="checkbox"/> TERMINATION |

INFORMATION:

RECORD FEE 10.00
POSTAGE .50
#061260-D177 R03 113:33
02/24/88
AH

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated February 1, 19 88 By John F. Winkler, Jr., Vice President

045-677-L/1

10.00

523 301

(County)

FINANCING STATEMENT

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

ATT

1. Name of Debtor(s): Carpet Queen, Inc.
Address: 955 West Street
Annapolis, Maryland 21401

271150

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Herman L. Roberts, Vice President

3. This Financing Statement covers the following types (or items) of property:
All Account Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, all Accounts Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements.

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

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

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

RECORD FEE 11.00
POSTAGE .05
#061290 0777 R03 113:34
02/24/88
POSTAGE .45
#061290 0777 R03 113:34
02/24/88
ATT

Debtor(s): Carpet Queen, Inc.
Massoud Kowkabi
.....
Massoud Kowkabi, President
Mehran Kowkabi
.....
Mehran Kowkabi, Vice President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Herman L. Roberts*
.....
Herman L. Roberts, Vice President
(Type Name and Title)

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

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

FINANCING STATEMENT

1 To be recorded in the Land Records

523 302

2 To be recorded among the Financing Statement Records

271751

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

Anne Arundel County

5 Debtor(s) Name(s)

Address(es)

Ron's Inc.

2006 West Street
Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 210.00
POSTAGE .50

6 Secured Party

Address

First Federal Savings & Loan Association of Annapolis

1832 George St.

Attention Gayle Haines, Loan Processor

Annapolis, MD 21401

ANNE ARUNDEL COUNTY RECORDS 11/13/88

11/24/88

AD

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 Ron's Inc.

BY:

John Poore
John Poore, President

(Seal)

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

215 50

523 303

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

| | | | |
|---|--|---|---------------------------------|
| 1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) TIDE WATER AQUATICS | | 1A SOCIAL SECURITY OR FEDERAL TAX NO | |
| 1B. MAILING ADDRESS 1315 FOREST DRIVE P.O. BOX 3361 | | 1C CITY, STATE ANAPOLIS, MARYLAND | 1D ZIP CODE 21403 |
| 2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL) EDWARD GREEN | | 2A SOCIAL SECURITY OR FEDERAL TAX NO 116-38-2576 | |
| 2B. MAILING ADDRESS XXXXXXXXXXXX P.O. BOX 3361 | | 2C CITY, STATE XXXXXXXXXXXX | 2D ZIP CODE XXXXX |
| 3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) | | 3A FEDERAL TAX NUMBER | |
| 4. SECURED PARTY NAME SCUBAPRO MAILING ADDRESS 3105 E. HARCOURT STREET CITY RANCHO DOMINGUEZ, CA 90221 | | 4A SOCIAL SECURITY NO FEDERAL TAX NO OR BANK TRANSIT AND A B A NO 95-288-2690 | |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE | | 5A SOCIAL SECURITY NO FEDERAL TAX NO OR BANK TRANSIT AND A B A NO | |

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

- Purchase money security interest in inventory sold by SCUBAPRO to debtor now and hereafter.
- Interest in all proceeds from sale of collateral.
- Interest in all scuba diving equipment, inventory, accounts receivables at the following locations:
1315 FOREST DRIVE
ANAPOLIS, MD. 21403

and at any of debtor's other locations now or hereafter existing, including any changes or location of business or collateral.

RECORD FEE 12.00
POSTAGE .50
RECORDED COPY NO 113444
10/21/88
AD

| | | |
|--|---|--|
| 7. CHECK IF APPLICABLE <input checked="" type="checkbox"/> | 7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED | 7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) |
| 8. CHECK IF APPLICABLE <input checked="" type="checkbox"/> | <input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (a) | |

| | | | |
|--|--|--|---|
| 9. TIDE WATER AQUATICS BY: Edward Green 01/19/88 SIGNATURE(S) OF DEBTOR(S) | | C O D E 1 2 3 4 5 6 7 8 9 0 | 10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) |
| TIDE WATER AQUATICS BY: EDWARD GREEN TYPE OR PRINT NAME(S) OF DEBTOR(S) | | | |
| X SCUBAPRO BY: Alex SIGNATURE(S) OF SECURED PARTY (IES) | | | |
| SCUBAPRO BY: ALEXANDER J. NWEELIA TYPE OR PRINT NAME(S) OF SECURED PARTY (IES) | | | |
| 11. Return copy to: NAME ADDRESS SCUBAPRO CITY 3105 E. HARCOURT STREET STATE RANCHO DOMINGUEZ, CA. 90221 ZIP CODE | | | |
| (1) FILING OFFICER COPY | | FORM UCC-1—FILING FEE \$3.00 Approved by the Secretary of State | |

11-30

523

304

271753

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 Computer Capital Corporation 550 East Genesee Street Syracuse, NY 13202 | 2. Secured Party(ies) Name(s) and Address(es) Nationwide Life Insurance Company ATTN: Corporate Fixed - Income Securities One Nationwide Plaza Columbus, OH 43216 | 3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office |
|--|---|---|

5. This Financing Statement covers the following types (or items) of property:
See Attached Schedule A
paid
Subject to recordation tax - ~~XXXX~~ to State
26-31

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

RECORD FEE 13.00
POSTAGE .50
2081470 UTFF #03 113854
02/24/88
AH

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

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

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.

UNITED COMPUTER CAPITAL CORPORATION NATIONWIDE LIFE INSURANCE COMPANY

By Tenley A. Tibbets By Steven A. McKee

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy Numerical Asst. Sec. 3 Sr. Sec. Portfolio Manager McKee

15/82 STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

523 305

SCHEDULE A
TO A FINANCING STATEMENT
NAMING
UNITED COMPUTER CAPITAL CORPORATION, Debtor
AND
NATIONWIDE LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidation claims, including, without limitation, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto, excluding, however, moneys received by Debtor or any Transferee as 1) indemnification owed pursuant to the Lease, or 2) proceeds of a transfer or sale of the Equipment and/or Lease. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Lease Agreement No. IM86-03L, dated as of August 21, 1986, and Equipment Schedule No. 26 through No. 31 dated July 15, 1987 between Misso Services Corporation, as lessor and American Telephone and Telegraph Company, as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which are not financed by the Secured Party and which can be removed from the Equipment without materially impairing its operation or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - The Security Agreement dated as of August 3, 1987, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

SMT30:8

523 305 *Country*

EQUIPMENT DESCRIPTION SHEET

RE: Lease
Between United Computer Capital Corporation
and American Telephone and Telegraph Company
Equipment Schedule #26-31

| <u>QTY</u> | <u>MACHINE/ FEATURE</u> | <u>DESCRIPTION</u> | <u>SERIAL #</u> | <u>MANUF.</u> | <u>E.S.#</u> |
|------------|-----------------------------|--------------------|-----------------|---------------|--------------|
| 4 | 4410 | Compis Console | | AT&T | 26 |

EQUIPMENT LOCATION: Glen Burnie, MD
220 Dorsey Rd.

SMT30:13(42)

523 307

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

| | | |
|---|---|---|
| 1. XXXXXX Last Name First and Address(es): Lessee American Telephone & Telegraph Company 550 Madison Avenue New York, NY 10007 | 2. XXXXXXXXXXXX Name(s) and Address(es): Lessor United Computer Capital Corporation 550 East Genesee Street Syracuse, NY 13202 | 3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Office: Date: Time: No. Filing Office: |
|---|---|---|

5. This statement refers to original Financing Statement No. 154080 519597 (and date) 11/10/87 with Ann Arundel, MD

- 6. A. Continuation The original Financing Statement bearing the above file number is still effective
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: RECORD FEE 12.00
- 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 Assignee whose name and address are shown below. .50
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required) 02/24/88

RE: Equipment Schedules
26-31

Nationwide Life Insurance Company
ATTN: Corporate Fixed-Income Securities
One Nationwide Plaza
Columbus, Ohio 43216

Block Lot

AMERICAN TELEPHONE & TELEGRAPH COMPANY UNITED COMPUTER CAPITAL CORPORATION

By XXXXXX (only on amendment) Lessee By Tenley A. Tibbits Lessor

Tenley A. Tibbits, Assistant Secretary

523 308

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 72928191

RECORDED IN LIBER 519 2961 FOLIO 71 1206 ON 10/19/87 (DATE)

1. DEBTOR

Name SNS Builders, Inc.

Address 401 Headquarters Drive, Suite 204 Millersville, Maryland 21108

2. SECURED PARTY

Name The Zamiski Co.

Address 3000 Waterview Ave. Baltimore, Maryland 21230

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
FILING 17.00
02/24/88
AH

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 checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) *Terminate Company See Below</p> |
| <p>SNS Builders, Inc. 401 Headquarters Drive, Suite 204 Millersville, Maryland 21108</p> | |

DEBTOR:

_____ Type Name

By: _____

By: _____

Dated: _____

John Mulkey
(Signature of Secured Party)
John Mulkey, V. Pres./Treas.

Type or Print Above Name on Above Line

1650

ANNE ARUNDEL COUNTY

523 303

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 495 Page No. 98
Identification No. 290554 Dated _____

1. Debtor(s) { ESTEY POOL SUPPLY, INC.
Name or Names - Print or Type
JUMPERS HOLE JUNCTION SHOPPING CTR. RT # 2 PASADENA, MD.
Address - Street No. City - County State 21122 Zip Code

2. Secured Party { BORG WARNER ACCEPTANCE CORPORATION
Name or Names - Print or Type
1900 SULPHUR SPRING RD. P.O. BOX 7360 BALTO MD. 21227
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
BUSINESS UNIT HAS 12/24/88
AH

Dated 12/17/86

BORG WARNER ACCEPTANCE CORPORATION
(Name of Secured Party)

by Paul J. Wankittel
(Signature of Secured Party)

Paul J. WANKITTEL, BR. MGR.
Type or Print (Include Title if Company)

Lawrence F. Haislip
ROYSTON, MUELLER, McLEAN & REID
ATTORNEYS AT LAW
SUITE 600
102 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204 - 4575

10

STATE OF MARYLAND

523 310

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263197
RECORDED IN LIBER 501 FOLIO 433 ON 8/7/86 (DATE)

1. DEBTOR

Name American Coffee Company

Address 259 Ullman Road; Pasadena, Anne Arundel, MD21122

2. SECURED PARTY

Name Newco Enterprises Inc.

Address PO Box 852; St. Charles, MO 63302

RECORDING FEE 10.00
POSTAGE .50
#061570 CTT #03 714#02
02/24/88
AH

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

loan 6911 V - 12 Newco brewers

AMERICAN COFFEE COMPANY
Americn Coffee Comptny

Paul J. Duncan, Carl Duncan, Pres
CARL

Dated 1-8-88

Mary Freeman
(Signature of Secured Party)

Mary Freeman, Asst. Sec

Type or Print Above Name 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 _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pool World of Maryland, Inc.
Address 42 Rt. 32N, P.O. Box 327 Millersville, MD 21108

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.
Address 2550 Kingston Rd. York, PA 17402

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

3. Maturity date of obligation (if any) _____

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

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

NOT SUBJECT TO RECORDATION TAX

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

RECORD FEE 11.00
POSTAGE .50
#061580 0777 003 114:03
02/24/89

[Signature], Pres.
(Signature of Debtor)

Pool World of Maryland, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.D. Snyder
(Signature of Secured Party)
Borg-Warner Acceptance Corp.

Type or Print Above Signature on Above Line

1150

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

523 312

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 255642 recorded in Liber 482 Folio 489 on February 25, 1985 (date)

1. DEBTOR(S)
 Name(s) Clinical Perfusionists, Inc.
 Address(es) P.O. Box 5035
Annapolis, Maryland 21403

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
Baltimore, Maryland 21202
 Attn: Barbara A. Wykowski
 Person and Address to whom Statement is to be returned if different from above.

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

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

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

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

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

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

8. _____

10:00
.30
12/24/88
104

9. DEBTOR:

10.90

SECURED PARTY:

EQUITABLE BANK, National Association
By Barbara A. Wykowski
Barbara A. Wykowski
Corporate Banking Officer
(Type Name and Title)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

523 313

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 266381 recorded in Liber 509, Folio 92 on February 26, 1987 (date)

1. DEBTOR(S): Medical Enterprise Development Co., Inc. and Professional Management and Development Group, Inc. Severna Park Health Center 844 Ritchie Highway Severna Park, Maryland 21146

2. SECURED PARTY Name: Equitable Bank, National Association Address: 100 S. Charles Street Baltimore, Maryland 21201 Attn: Susan L. O'Connell, Loan Documentation

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. [XX] 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
#081850 4237 R03 714:31
02/24/88

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By Barbara A. Wykowski
Corporate Banking Officer

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

1050

372105

523 311

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)
BOLYN, INC
801 Holly Drive, East
Annapolis, Maryland

2 Secured Party(ies) and address(es)
VIPOND BROTHERS
1243 Roosevelt Avenue
York, PA 17404

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
HOLYDAYS COST \$03 7:44:41

4 This financing statement covers the following types (or items) of property:
1 OMER 50CT LIFT/RACK
2 OMER t-2 JACKS

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

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

Filed with
BOLYN, INC ANNAPOLIS, MD
By: *[Signature]*
Signature(s) of Debtor(s)

VIPOND BROTHERS YORK, PA
By: *David Miller*
Signature(s) of Secured Party(ies)

Filing Officer Copy - Administrative
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

523 315

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) David McAllister 5 Ridgely Road Glen Burnie Park, MD 21061 | 2. Secured Party(ies) and address(es) Tastykake, Inc. 2801 Hunting Park Avenue Philadelphia, PA 19129 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIPT FEE 10.00 POSTAGE .50 POSTAGE COST FOR FILING 14.47 02/24/89 |
| 4. This statement refers to original Financing Statement bearing File No. <u>300497</u> <u>11-30-84</u> <u>11-30-84</u> Filed with <u>Anne Arundel County</u> Date Filed <u>4-28</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

No. of additional Sheets presented:

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

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

Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

7.4 Co.

523 316

FINANCING STATEMENT

File No. 274

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

| | |
|--|--|
| 1. DEBTOR(S) and Address(es) Nor-In Auto Parts, Inc. 3160 Camp Meade Road Annapolis, Maryland 21090 | 2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St Paul Streets Baltimore, Maryland 21203 Attn: <u>Francis Victor Kober</u> <u>Assistant Vice President</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 dealer of automobiles (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
blanket lien on all business assets

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: \$7,000.00

| | | | |
|------------------------------------|-----------------------------|-------------------------|-----------|
| DEBTOR: | SECURED PARTY: | RECORD FEE | 11.00 |
| <u>Nor-In Auto Parts, Inc.</u> | SIGNET BANK/MARYLAND | RECORD TAX | 175.00 |
| (Type Name) | By <u>Ronald P. Anthony</u> | POSTAGE | .50 |
| By <u>John Kettelaeger, Pres.</u> | <u>Ronald P. Anthony</u> | #052090 0237 403 114:48 | |
| <u>John Kettelaeger, President</u> | (Type Name) | | 02/24/88 |
| By: _____ | <u>February 16,</u> | 19 <u>88</u> | AK |
| | (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.

115
175
-50

271733

523 317

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) Turquoise International Ltd. 326 First Street, Suite 35 Annapolis, Maryland 21403 | 2 Secured Party(ies) and address(es) Republic Factors Corp. (Including its affiliated corporations) 452 Fifth Avenue New York, NY 10018 | 3 Maturity date (if any) 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 "All present and future accounts factored with Secured Party, including all general intangibles relating thereto, together with unpaid seller's rights, returns and repossessed goods, all rights to the goods represented by the foregoing and all cash and non-cash proceeds thereof. All books and records pertaining to the foregoing." | | 5 Assignee(s) of Secured Party and Address(es) #052100 UCC# 603 714451 RHT |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. | | Filed with County Clerk Annapolis |
| Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented | | |
| By _____ Signature(s) of Debtor(s) TURQUOISE INTERNATIONAL LTD. | By _____ Title president Signature(s) of Secured Party(ies) REPUBLIC FACTORS CORP. | Title _____ |

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND 523 318
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. \$ None

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

This financing statement Dated Feb. 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUSTOM CABLE CONNECTION, INC.
 Address 840 Kecoutan Rd., Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
 Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any) _____

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

1 - Ingersoll-Rand P100WD Air Compressor
 SN 137154 and all attachments and accessories thereto.

| | |
|---------------------------|--------|
| Name and address of Agent | |
| RECORD FEE | 11.00 |
| POSTAGE | .50 |
| REGISTERED COPY FEE | 115.01 |

02/24/88

PH

This filing publicizes a lease of goods and does not create a security interest. No Maryland recordation tax is due.

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)

CUSTOM CABLE CONNECTION, INC.

Al Via President
 (Signature of Debtor) (Title)

Al Via
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

Bradley W. Berger
 (Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

523 319

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238031

RECORDED IN LIBER 438 PAGE 33 FOLIO 33 ON May 21, 1981 (DATE)

1. DEBTOR

Name Bay Cycle Corp #4238 dba Annapolis Motorcycle Company

Address 1940 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name American Honda Finance Corporation

Address P. O. Box 160, Gardena, CA 90247

American Honda Finance Corp, P.O. Box 2295, Torrance, CA 90509-2295

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>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>AMENDMENT</p> |
| | <p>Delete Debtor's DBA name: Annapolis Motorcycle Co.</p> <p>This amendment covers all other locations.</p> | |
| | <p>Amend Secured Party address to: P.O. Box 2295, Torrance, CA 90509-2295</p> | |

BAY CYCLE CORP.

BY: Felix M. Irwin, Jr.
(Signature of Debtor)

Felix M. Irwin, JR, PRESIDENT

Dated February 1, 1988

American Honda Finance Corporation

R. Nakamura
(Signature of Secured Party)

R. Nakamura, V.P. & Gen. Mgr.
Type or Print Above Name on Above Line

1560

RECORD FEE 10.00

500310 1237 903 115:23

02/24/88

AX

STATE OF MARYLAND

523 320

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271700

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

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

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

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

1. DEBTOR

Name Butler Aviation - Baltimore/Washington, Inc.
Baltimore/Washington International Airport
Address Baltimore, Maryland 21240

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.
200 South Wacker Drive, 32nd Floor
Address Chicago, Illinois 60606
Carol Wee, GOLDBERG, KOHN, BELL, BLACK, ROSENBLUM & MORITZ, LTD.
55 E. Monroe, Suite 3900, Chicago, Illinois 60603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
For a description of the collateral see Exhibit A attached here.
TAXES PAID IN ANNE ARUNDEL COUNTY THROUGH MORTGAGE #BK 507 PG 270
GROSS AMT - \$699,385.83
TAX PAID - 4,895.70 ON 1-30-87

Filed with the Clerk of the Circuit Court of Anne Arundel County.
RECORD FEE 21.00
POSTAGE .50
#007380 0237 003 715427
02/24/88
AH

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)
For a description of the real estate see Exhibit B attached hereto.
For the name of the record owner see Exhibit B attached hereto.
(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

BUTLER AVIATION-BALTIMORE/WASHINGTON, INC.
Type or Print Above Signature on Above Line

Signature of Secured Party

CITICORP INDUSTRIAL CREDIT, INC.
Type or Print Above Signature on Above Line

2130

EXHIBIT A
TO UCC FINANCING STATEMENT
SHOWING BUTLER AVIATION - BALTIMORE/WASHINGTON, INC. AS DEBTOR
AND CITICORP INDUSTRIAL CREDIT, INC. AS SECURED PARTY

This financing statement covers all of Debtor's right, title and interest in and to the following types (or items) of property:

(a) All of Debtor's now owned and hereafter acquired equipment and fixtures, including, without limitation, furniture, machinery, vehicles, trade fixtures and printing plates, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof (all of the foregoing being collectively called "Equipment");

(b) All of Debtor's now owned and hereafter acquired goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are used or consumed in Debtor's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, all returned or repossessed goods now, or at any time or times hereafter, in the possession or under the control of Debtor or Secured Party, and all documents of title or documents representing the same (all of the foregoing being collectively called "Inventory");

(c) All of Debtor's present and future rights to payment for goods, merchandise or Inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance; accounts; proceeds of any letters of credit on which Debtor is named as beneficiary; contract rights; chattel paper; instruments, documents; insurance proceeds; and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit (all of the foregoing being collectively called "Receivables");

(d) All of Debtor's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, contracts, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, refunds with respect to the termination of any pension and/or employee benefit plans, rights and claims against carriers and shippers, and rights to indemnification (all of the foregoing being collectively called "General Intangibles");

(e) All of Debtor's present and future rights under each now owned or hereafter acquired agreement pursuant to which Debtor conducts a fuel, sales and aircraft support services operation at an airport ("FBO Agreement").

(f) All proceeds (including, without limitation, proceeds of any property, damage, liability or casualty insurance policies) and products of all Equipment, Inventory, Receivables and General Intangibles in any form;

(g) All the Debtor's right, title, and interest in all deposits or other sums at any time credited by or due from any affiliate of Secured Party; and

(h) All of Debtor's books and records relating to any of the foregoing.

Except as defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code.

523 323

EXHIBIT B

TO UCC FINANCING STATEMENT
SHOWING BUTLER AVIATION - BALTIMORE/WASHINGTON, INC. AS DEBTOR
AND CITICORP INDUSTRIAL CREDIT, INC. AS SECURED PARTY

Record Owner: State of Maryland

Legal Description:

Parcel No. One located in the General Aviation Complex at Baltimore/Washington International Airport, Maryland, bounded and described as follows:

Beginning at the northwestern corner of the General Aviation Apron, said beginning point being located S.35°59'44"E., 627.55 feet and N.54°00'16"W., 273.96 feet from the northwest end of the General Aviation Runway (15L-33R) centerline; thence leaving the described beginning point N.35°59'44"W., 308.00 feet; thence N.54°00'16"E., 1,240.77 feet to a point in the western pavement edge of the General Aviation Access Road; then along the arc of a curve to the right having a radius of 63.00 feet (chord bearing S.80°59'44"E., and length 89.10 feet); thence continuing S.35°59'44"E., 299.76 feet; thence S.54°00'16"W., 278.00 feet; thence S.35°59'44"E., 287.53 feet to a point at the paved northeast corner of said apron, thence S.54°00'16"W., 650.49 feet; thence N.35°59'44"W., 257.29 feet; thence along the arc of a curve to the left having a radius of 25.00 feet (chord bearing S.54°00'16"W., and length 50.00 feet); thence N.35°59'44"W., 85.00 feet; thence S.54°00'16"E., 325.28 feet along the pavement edge of said apron, to the point of beginning, and containing 641,857 square feet of land (14.7350 acres).

Parcel No. Two, located in the General Aviation Complex at Baltimore/Washington International Airport, Maryland, bounded and described as follows:

Beginning at the northeastern corner of the General Aviation Apron, said point being located S.35°59'44"E., 1,223.66 feet and N.54°00'16"E., 1,229.73 feet from the northwest end of the General Aviation Runway (15L-33R) centerline; thence leaving the described beginning point N.54°00'16"E., 278.00 feet; thence continuing S.35°59'44"E., 544.00 feet; thence S.54°00'16"W., 278.00 feet; thence N.35°59'44"W., 544.00 feet to the point of beginning and containing 151,232 square feet of land (3.4718 acres).

TLG2-22 020988TG

523 324

Parcel No. Three in the General Aviation Complex at Baltimore/
Washington International Airport, Maryland, bounded and
described as follows:

Beginning at a point located N.54°00'16"E., 1,601.49 feet and
N.35°59'44"W., 952.50 feet from the northwest end of the General
Aviation Runway (15L-33R) centerline; thence running N.54°00'16"E.,
110.00 feet; thence continuing S.35°59'44"E., 150.00 feet; thence
continuing S.54°00'16"W., 110.00 feet; thence continuing N.35°59'
44"W., 150.00 feet to the place and point of beginning and Parcel
Three containing 16,500 square feet of land (0.3788 acres).

523 325

271701

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)
F & M Distributors # 62
7317 N. Ritchie Hwy.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
NCR Corporation
Dayton, OH 45479
1700 S. Patterson Blvd.

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

RECORD FEE 15.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:
NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL & FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT, as referenced by Invoice No. 1007206339

5. Assignee(s) of Secured Party and Address(es)
02/24/88
AH

NOT SUBJECT TO RECORDATION TAX

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:

F & M Distributors, Inc.
KIMMIEH R. CHESTER - CONTROLLER
By: [Signature]
Signature(s) of Debtor(s)

NCR Corporation
DIANE L. COLE - CONTROLLER
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

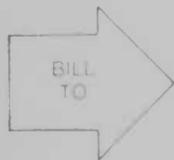
STANDARD FORM - FORM UCC-1.

1350

87-000809



F&M #62
7317 N. RITCHIE HWY.
GLEN BURNIE MD 21061



F & M DISTRIBUTORS
25800 SHERWOOD STREET
WARREN MI 48091



PAGE 1
INVOICE

| | | |
|--------------------------------|---------------------|-----------------|
| Invoice Number | Invoice Date | Customer Number |
| 1007206339 | DEC. 18, 87 | 12069256 |
| NCR Reference Number | Order Number | |
| 4857-5301-07-9608-0000 | 72063394 | |
| Order Date | Customer Order Date | |
| NOV. 27, 87 | SEP. 26, 87 | |
| Customer Purchase Order Number | | |

523

329

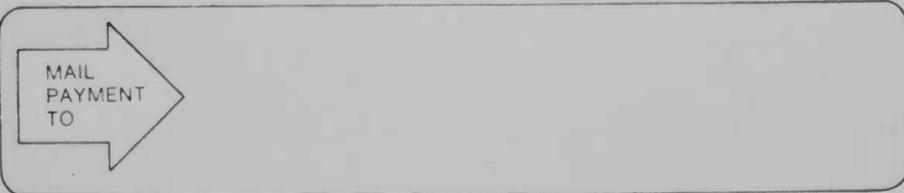
CASH SALE

| Qty | Description/Serial Number | Amount |
|-----|---|-----------|
| 2 | 2126-1320-7100 LCR; BASIC MASTER, UPGRADEABLE 18513188 ** 18513290 ** | 5,550.00 |
| 11 | 2126-1322-7100 LCR; SATELLITE WITH IHC 18511696 ** 18511607 ** 18511670 ** 18511605 ** 18511697 ** 18511672 ** 18511564 ** 18511617 ** 18511694 ** 18511654 ** 18511489 ** | 31,845.00 |
| 26 | 2126-K230-0000 KIT; MEMORY 2K RAM | 1,560.00 |
| 2 | 2126-K267-0000 KIT; MASS MEM (1.5MB) 44440 PLU | 14,990.00 |
| 13 | 2126-K332-0000 DISPLAY; ALPHA CUSTOMER SWIVEL | 5,135.00 |
| 1 | 2126-K342-0000 KIT; CASSETTE + INTERFACE BOARD | 1,095.00 |
| 2 | 2126-K410-0000 KIT; IHC MASTER CHIPS | 330.00 |
| 1 | 2126-K442-0000 KIT; COMM BOARD IHC MASTER/2ND | 335.00 |
| 1 | 2126-K448-0000 KIT; COMM BOARD IHC & CC MAS/2 | 930.00 |
| 12 | 2126-P366-0000 KIT; SCANNER INTERFACE + CABLE | 1,800.00 |
| 11 | 7820-2124-0000 SCANNER; FLAT DECK UPL/EAR 17320127 ** 17320128 ** 17320129 ** 17320131 ** 17626949 ** 17637613 ** 17637814 ** 17668221 ** 17668280 ** 17668289 ** 17668310 ** | 26,785.00 |
| | DISCOUNT | 19,878.10 |
| | MARYLAND STATE TAX 5.000% | 3,523.85 |
| | DISTRIBUTION CHARGE | 617.47 |

INVOICE AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE, WHICHEVER IS LATER, AT TWO POINTS OVER PERCENT PER ANNUM, THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS.

RETAIN THIS COPIES FOR YOUR RECORDS

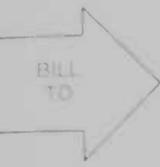
(CONTINUED)



87-000809



F&M #02
7517 N. RITCHIE HWY.
GLEN BURNIE MD 21061



F & M DISTRIBUTORS
25800 SHERWOOD STREET
WARREN MI 48091

523 327



PAGE 2
INVOICE

| | | |
|--------------------------------|---------------------|-----------------|
| Invoice Number | Invoice Date | Customer Number |
| 1007206339 | DEC. 16, 87 | 12069256 |
| NCR Reference Number | Order Number | |
| 4857-5301-07-9668-0000 | 72063394 | |
| Order Date | Customer Order Date | |
| NOV. 27, 87 | SEP. 20, 87 | |
| Customer Purchase Order Number | | |

CASH SALE

| Qty | Description/Serial Number | Amount |
|-----|--|-----------|
| | TOTAL | 74,618.22 |
| | TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE | 74,618.22 |

120089.190

INVOICE AMOUNTS MUST PAID WITHIN THREE (3) DAYS OF THE INVOICE DATE. ALL DELIVERY CHARGES COMPUTED FROM THE INVOICE DATE. CREDIT DATE, WHICHEVER IS LATER, AT TWO PERCENT (2%) PER ANNUM. MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS.

F & M DISTRIBUTORS 4857-5301-07-9668-0000



NCR CORPORATION
PO BOX 70083
CHICAGO IL 60673

DIRECT INQUIRIES TO:
NCR CORPORATION
PO BOX 9548
DAYTON OH 45409
513-449-7934

12069256 1007206339 0000000000 00007461822

523 328

271702

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) | 3. For Filing Officer (Date, Time, Number, and Filing Office) |
| F & M Distributors # 65 150 Jennifer Rd. Annapolis, MD 21401 | NCR Corporation Dayton, OH 45479 1701 S. Patterson Blvd. | RECORDING FEE 11.00 POSTAGE .50 RECEIVED 11/15/80 |

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

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL & FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT, as referenced by Invoice No. 1007206342

NOT SUBJECT TO RECORDATION TAX

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

RECEIVED 11/15/80

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:

F & M Distributors, Inc.

KENNETH R. KOESTER - CONTROLLER

By: *Kenneth R. Koester*
Signature(s) of Debtor(s)

NCR Corporation

DIANE L. COLE - CONTROLLER

By: *Diane L. Cole*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
11.80

87-000810

DELIVERED TO

F&M #65
150 JENNIFER RD.
ANNAPOLIS

MD 21401
523 329

BILL TO

F & M DISTRIBUTORS
25800 SHERWOOD STREET
WARREN MI 48091



PAGE 1
INVOICE

| | | |
|--------------------------------|---------------------|-----------------|
| Invoice Number | Invoice Date | Customer Number |
| 1007206342 | DEC. 18, 87 | 12069256 |
| SCN Reference Number | Order Number | |
| 4857-5301-07-9673-0000 | 72063424 | |
| Invoice Date | Customer Order Date | |
| NOV. 27, 87 | SEP. 26, 87 | |
| Customer Purchase Order Number | | |

CASH SALE

| Qty | Description/Serial Number | Amount |
|-----|--|-------------|
| 2 | 2126-1320-7100 ECR; BASIC MASTER, UPGRADEABLE 18513217 ** 18513221 ** | 5,550.00 |
| 9 | 2126-1322-7100 ECR; SATELLITE WITH IHC 18513371 ** 18513379 ** 18513404 ** 18513397 ** 18513506 ** 18513457 ** 18513458 ** 18513474 ** 18513355 ** | 26,055.00 |
| 22 | 2126-K230-0000 KIT; MEMORY 2K RAM | 1,320.00 |
| 2 | 2126-K267-0000 KIT; MASS MEM (1.5MB) 44440 PLU | 14,990.00 |
| 11 | 2126-K332-0000 DISPLAY; ALPHA CUSTOMER SWIVEL | 4,345.00 |
| 1 | 2126-K342-0000 KIT; CASSETTE + INTERFACE BOARD | 1,095.00 |
| 2 | 2126-K410-0000 KIT; IHC MASTER CHIPS | 330.00 |
| 1 | 2126-K442-0000 KIT; COMM BOARD IHC MASTER/2ND | 335.00 |
| 1 | 2126-K448-0000 KIT; COMM BOARD IHC & CCC MAS/2 | 930.00 |
| 10 | 2126-P386-0000 KIT; SCANNER INTERFACE + CABLE | 1,500.00 |
| 9 | 7820-2124-0000 SCANNER; FLAT DECK UPC/EAN 17320147 ** 17320148 ** 18216618 ** 18216619 ** 17338444 ** 17348284 ** 17348337 ** 17348388 ** 18211340 ** | 21,915.00 |
| | DISCOUNT | 17,240.30CF |
| | MARYLAND STATE TAX 5.000% | 3,056.24 |
| | DISTRIBUTION CHARGE | 617.47 |
| | TOTAL | 64,798.41 |
| | TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE | 64,798.41 |

120089.193

INVOICE AMOUNTS NOT PAID BY THIS PARTY WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE, WHICHEVER IS LATER AT TWO PERCENT QUER PER ANNUM OR UP TO THE MAXIMUM ALLOWED BY LAW WHICHEVER IS LESS.

RETAIN THIS PORTION FOR YOUR RECORDS

F & M DISTRIBUTORS 4857-5301-07-9673-0000



MAIL PAYMENT TO

NCR CORPORATION
PO BOX 70083
CHICAGO IL 60673

DIRECT INQUIRIES TO:
NCR CORPORATION
PO BOX 9548
DAYTON OH 45409
513-449-7934

12069256 1007206342 | 0000000000 00006479841

523 330

*Account of
Ann Arnold*

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F31-7 U.C. 1/69

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. 222103 recorded in
Liber 396 Folio 812 on 1/3/79 (Date).

1. DEBTOR(S):
 Name(s) Ft. McHenry Lumber Co., Inc. t/a Mid-Atlantic Wood Preservers, Inc.
 Address(es) P. O. Box 58 Shipley Avenue, Harmana, Md. 21077

2. SECURED PARTY:
 Name First Pennsylvania Bank, N.A.
 Address 16th & Market Streets, Centre Square, 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.)

2. 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. ^{Partial} 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. All debtor's inventory, machinery, equipment, furniture, fixtures.
All refunds, rebates or similar payments from any federal, state or local taxing authority.

RECORD FEE 10.00
POSTAGE .50
RECORD-10 USE RNS 115431
02/24/88
AT

9. SIGNATURES.

SECURED PARTY
First Pennsylvania Bank, N.A.
By *James Jackson*
James Jackson, ADMO
(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.

11550

STATE OF MARYLAND

523 331

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255308

RECORDED IN LIBER 481 FOLIO 556 ON 01/23/85 (DATE)

1. DEBTOR

Name North Avenue Supply, Inc.

Address 719 A-G Hammonds Perry Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name NCR Corporation

Address 1700 S. Patterson Blvd., Dayton, OH 45479

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: <input checked="" type="checkbox"/> TERMINATION (Indicate whether amendment, termination, etc.)</p> |

RECORDED 10.00
POSTAGE .50
#032500 017 R03 T15:47
02/24/88
AH

Dated February 11, 1988

NCR Corporation by Mary J. Stafford, its Agent
(Signature of Secured Party)

NCR Corporation by Mary J. Stafford, its Agent
Type or Print Above Name on Above Line

1050

523

332

871703

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

| | | |
|--|---|--|
| 1 Debtor(s) (Last Name First) and Address(es) HAMILTON LUGGAGE RDG., INC. Severna Plaza 574-E Ritchie Highway Severna Park, MD 21146 | 2 Secured Party(ies) Name(s) and Address(es) HAMILTON BANK 515 Penn Street Reading, Penna. 19601 | 3 <input type="checkbox"/> The Debtor is a transmitting utility 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 All accounts, chattel paper, instruments, documents, general intangibles, inventory and other property of the Debtor, now owned or hereafter acquired, as more fully described on Schedule "A" attached hereto. "NONTAXABLE FILING FOR INVENTORY AND ACCOUNTS" <input type="checkbox"/> Products of the Collateral are also covered. RECEIVABLE" | | 6 Assignee(s) of Secured Party and Address(es) 02/24/88 Att |
| 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 type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s) |

By [Signature] Signature(s) of Debtor(s)
By [Signature] Signature(s) of Secured Party(ies)
James C. Gierlich
A. V. P.
Secretary of Commonwealth of Pennsylvania

523 333

SCHEDULE "A"

Attachment to Uniform Commercial Code Financing Statement between HAMILTON BANK (Secured Party) and HAMILTON LUGGAGE RDG., INC. (Debtor)

All accounts, chattel paper, instruments, documents and general intangibles now owned or hereafter acquired by the Debtor or in which the Debtor now has or may hereafter acquire an interest, all now owned or hereafter acquired inventory and goods held by the Debtor for sale or lease or furnished, or to be furnished, to or for the account of Debtor's customers as part of services performed, or for consumption in the Debtor's business, including but not limited to, all now owned or hereafter acquired and wherever located raw materials, components, work in process, finished merchandise, wrapping, packing and shipping materials, all additions and accessions and the resulting product or mass of the foregoing, and any documents or instruments related to or representing all or any part of such inventory or goods, and all deposit accounts and other funds and property of the Debtor now or at any time hereafter on deposit with or in possession of Hamilton Bank or its agent or now or hereafter owing by Hamilton Bank to the Debtor or now or hereafter mortgaged, liened, pledged, or secured in favor of Hamilton Bank for any reason; together with all cash and non-cash proceeds of all the foregoing property, including the proceeds of any insurance policies, all products thereof, all goods or documents evidenced by any account, all substitutions and renewals thereof, all books and records, including computer records of any nature whatsoever, relating to any such items and all rights to payment and other rights accruing to the Debtor by reason of its interest in the foregoing property.

523 334

271771

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Linton, Richard W. and Linton, Susan J., Individually and as Co-Partners T/A R & S Trucking of Annapolis
Address 1118 Mermaid Drive Annapolis, MD 21401

2. SECURED PARTY

Name Bob Bell Ford, Inc.
Address 7125 Ritchie Highway Glen Burnie, MD 21061
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 21.00
STAMP .50
SEARCHED INDEXED SERIALIZED FILED
DEC 24 1989
744

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)

Richard W. Linton and Susan J. Linton,
Individually and as Co-Partners T/A R & S Trucking of Annapolis
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.

2150

CONDITIONAL SALE CONTRACT NOTE

TO: Bob Bell Ford, Inc. FROM: Richard W. Linton and Susan J. Linton, Individually and as Co-Partners T/A R & S Trucking of Annapolis

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and FINANCE CHARGE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 1118 Mermaid Drive, Annapolis, 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 Thirty thousand nine hundred four and 20/100 dollars (\$ 30,904.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 18th day of March, 1988, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 515.07 and the final installment being in the amount of \$ 515.07

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 hereof shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller 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.

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

Date: February 16, 19 88. Accepted: Bob Bell Ford, Inc. (SEAL). By: Richard W. Linton and Susan J. Linton, Co-Partners T/A R & S Trucking of Annapolis (SEAL).

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

INITIAL 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 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, 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 Holder to file and prosecute in any court of competent jurisdiction and confer judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other amounts due to Holder, plus expense and 20% added for attorney's fees, without limitation. Buyer hereby waives and releases relief from any and all appraisal, stay or execution 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 agreement, 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. ~~part of the consideration for Seller entering into this contract, Buyer and any guarantor herein have hereby designated and appointed Stuart B. Glaver, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorneys-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer of their address and their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTORS ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance. In the event of nonpayment by the Buyer hereunder ("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. Glaver, 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 agree 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 hereon; 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 to renew a lien of 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 to the extent 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 hereby by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By _____ }
 _____ (Witness) (Signature, Title of Officer, "Partner" or "Proprietor")

INITIAL
 RUC
 SJH
 HERE
 HERE
 HERE

336
 523
 336
 1987

3458

523 337

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 February 16, 1988

between Bob Bell Ford, Inc., as Seller/Lessor/Mortgagee,

and R & S Trucking of Annapolis, 1116 Herbert Drive 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 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, on any assignment and on any contract of guaranty or surety applicable to the contract, 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 unmaturred 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. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. 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. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish into CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 30,904.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of February, 1988.

Bob Bell Ford, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

523

338

271701

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

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

Lessee:
Mercantile Safe Deposit &
Trust Company
742 Old Hammonds Ferry Road
Linthicum, MD 21090

2 Secured Party(ies) and address(es)

Lessor:
Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018

3 Maturity date (if any)

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

Comdisco, Inc. is Lessor and Mercantile Safe Deposit & Trust
Company is Lessee subject to the terms and conditions of the
Master Lease Agreement dated March 7, 1983 and Equipment
Schedule No. 17 dated 11-18-87 for the following equipment:

SERIAL NUMBER
1-3380 AE4 K1400

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

10/23/88
AM

This filing is for notice purposes only to evidence a true
lease. No recordation tax is applicable.

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

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

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

Filed with

ANNE ARUNDEL COUNTY CLERK -MD

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

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

COMDISCO, INC.

KENNETH E. LUMPKIN

CHERYL RUTA

By: [Signature]
Signature(s) of Debtor(s) Lessee

Title

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

Title

(1) Filing Office Copy: Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

523 339

271705

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

| | | |
|--|---|--|
| 1. Debtor(s) (Last Name First) and address(es) Lessee: Mercantile Safe Deposit & Trust Company 742 Old Hammonds Ferry Road Linthicum, MD 21090 | 2. Secured Party(ies) and address(es) SL30374 Lessor: Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 | 3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE \$1.00 POSTAGE .50 REGISTERED OFFICE FILE 715154 02/24/88 |
|--|---|--|

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

Comdisco, Inc. is Lessor and Mercantile Safe Deposit & Trust Company is Lessee subject to the terms and conditions of the Master Lease Agreement dated March 7, 1983 and Equipment Schedule No. 19 dated 11-18-87 for the following equipment:

1-3480 A22 w/1511, 2-3480 B22
S/N 20666 82758, 82766

This filing is for notice purposes only to evidence a true lease. No recordation tax is applicable.

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

"NOT SUBJECT TO RECORDATION TAX"

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

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

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

Filed with ANNE ARUNDEL COUNTY CLERK - MD

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

MERCANTILE SAFE DEPOSIT & TRUST COMPANY COMDISCO, INC.
 By Kenneth E. Lumpkin Title VP By Cheryl Ruta Title VP
 Signature(s) of Debtor(s) Lessee Signature(s) of Secured Party(ies) LESSOR

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

523 340 271786

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 Major Vend Inc.

Address 1548 Lodge Pole Court, 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) Visi-Vend Cold Food Machine s/n# 10325
- 1) 400 Coffee Machine s/n# 314550
- 1) 25-H+5 MP Snack Machine s/n# 330581
- 1) CML-5/1 Dollar Bill Changer s/n# H-18436

| | |
|------------------------------|-------|
| Name and address of Assignor | |
| RECORD FEE | 11.00 |
| POSTAGE | .50 |

4082590-0777 R13 T15455
02/24/88
AA

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)

X *Louis Chernock*
 (Signature of Debtor)
 Louis Chernock, President
 Major Vend Inc.
 Type or Print Above Name on Above Line

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

David W. Sloan
 (Signature of Secured Party)
 David W. Sloan, Leasing Manager
 Great Northern Funding Corp.
 Type or Print Above Signature on Above Line

11 50

523 341

| | | | |
|---|---|------------------------------------|--|
| This 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. XXXXXX (Last Name First) and Address(es) Lessee American Telephone & Telegraph Company 550 Madison Avenue New York, NY 10007 | 2. XXXXXXXXXXXX Name(s) and Address(es) Lessor United Computer Capital Corporation 550 E. Genesee Street Syracuse, NY 13202 | | 4. For Filing Office: Date, Time, No. Filing Office RECORDED & INDEXED 11/17/87 |

5. This statement refers to original Financing Statement No. 154090 514-549 filed (date) 11/10/87 with Anne Arundel

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)
 Nationwide Life Insurance Company
 ATTN: Fixed-Income Securities
 One Nationwide Plaza
 Columbus, OH 43216
 This statement is to be indexed in the Real Estate Records Section Block Lot

AMERICAN TELEPHONE & TELEGRAPH COMPANY

UNITED COMPUTER CAPITAL CORPORATION

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

By [Signature]
 Signature(s) of Secured Party
 Lessor

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 267053 recorded in
Liber 510 Folio 567 on 4/14/87 at Anne Arundel County

1. DEBTOR(S):
Name(s) Shady Oaks Yacht Sales, Inc.
Address(es) 846 Shady Oaks Road, West River, Maryland 20788

2. SECURED PARTY:
Name Maryland National Bank Attention: Anjana Singh
Address 225 N. Calvert St., Baltimore, Md. 21202 M/S 010620

Person and Address to whom Statement is to be returned if different from above
Maryland National Bank, P.O. Box 17068, M.S. 090159
Baltimore, Maryland 21203 Attn: A. Singh

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. Change secured party's address to:
7178 Columbia Gateway Drive
Columbia, Maryland 21045, Mail Stop 090159

RECORD FEE 10.00
POSTAGE .50
8055370 CO-40 R04 108426
07/25/87
RH

9. SIGNATURES
Shady Oaks Yacht Sales, Inc.
Thomas J. Frank, President

SECURED PARTY
MARYLAND NATIONAL BANK
By R. B. Negee
R. B. Negee, 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.

523 343

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 252996 recorded in
Liber 475, Folio 482 on 8/1/84 at Anne Arundel County

1. DEBTOR(S):
Name(s) Shady Oaks Marina, Inc.
Address(es) 846 Shady Oaks Road, West River, Maryland 20778

2. SECURED PARTY:
Name Maryland National Bank Attention: L.S. Seidl
Address 1713 West Street, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank, P.O. Box 17068, M.S. 090159
Baltimore, Maryland 21203 Attn: A. Singh

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.

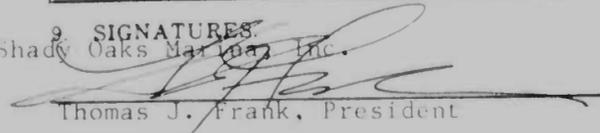
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

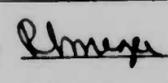
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

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. Change Secured Party's name and address to:
Maryland National Bank
7178 Columbia Gateway Drive
Columbia, Maryland 21045, M.S. 090159 Attn: A. Singh

RECORD FEE 10.00
POSTAGE .50
RECORDING FEE 100.00
02/23/84
AH

9. SIGNATURES:
Shady Oaks Marina, Inc.

Thomas J. Frank, President

SECURED PARTY
Maryland National Bank
By 
R.B. Megee, 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.

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 267053 recorded in
Liber 510 Folio 567 on 4/14/87 at Anne Arundel County

1. DEBTOR(S):
Name(s) Shady Oaks Yacht Sales, Inc.
Address(es) 846 Shady Oaks Road, West River, Maryland 20778

2. SECURED PARTY:
Name Maryland National Bank Attention: Anjana Singh
Address 7178 Columbia Gateway Drive, Columbia, Maryland 21045, Mail Stop 090159

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. Additional address of: 753 Hances Point Road
P.O. Box 276
North East, Maryland 21901

RECORD FEE 10.00

POSTAGE .30

RECEIVED 04/14/87

04/23/87

TH

9. SIGNATURES
Shady Oaks Yacht Sales, Inc.
Thomas J. Frank, President

SECURED PARTY

MARYLAND NATIONAL BANK

By R. B. Megee
R.B. Megee, 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.

523 345

271774

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. ~~DEBTORE~~ CONSIGNEE

Name Cox Creek Refining Company
Address P.O. Box 3407, Baltimore, Maryland 21226

RECORDING FEE 10.00
POSTAGE .30
REGISTERED COPY FILE 10/14/88
10/25/88
FPP

2. ~~SECURED PARTY~~ CONSIGNOR

Name Mitsubishi Metal America Corporation
Address 520 Madison Avenue, 17th Floor, New York, New York 10022

Mr. Makoto Miki, Manager
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 Copper Anodes, Copper Cathodes, Blister and scrap metals (including all precious metals and other materials contained therein), described as "Copper", including all substitutions, replacements and products in which any such Copper is incorporated or into which such Copper is refined, processed or converted, including such Copper while it is in the form of raw materials, goods in process and finished goods, and all accounts and proceeds in connection therewith, owned and delivered by Mitsubishi Metal America Corporation on consignment to Cox Creek Refining Company.

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)

COX CREEK REFINING COMPANY

By: Tom S. Murphy
(Signature of ~~Debtor~~ Consignee)

Tom S. Murphy
Type or Print Above Name on Above Line

(Signature of ~~Debtor~~ Consignee)

Type or Print Above Signature on Above Line

Mitsubishi Metal America Corporation

By: Makoto Miki
(Signature of ~~Secured Party~~ Consignor)

MAKOTO MIKI, Manager
Type or Print Above Signature on Above Line

Mail to C T Corporation System
1633 Broadway
NYC, NY 10019

523 348

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT IDENTIFYING FILE NO. 255023

RECORDED IN LIBER 481 FOLIO 42 ON December 26, 1984 (DATE)

1. DEBTOR

Name Katcef Brothers, Inc.
Address 2404 A and Eagle Boulevard, Annapolis, Maryland 21401

2. SECURED PARTY

Name Annapolis Banking and Trust Company
Address 18 Church Circle, 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

| | |
|---|--|
| <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 10.00
POSTAGE .50
MIS3000 LEAS 803 110:55
02/25/88
AH

Dated February 3, 1988

John M. Suit, II
(Signature of Secured Party)
John M. Suit, II, Exec. Vice President
Type or Print Above Name on Above Line

Mailed To
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

523 347

271775

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 \$ 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 Clerk of the Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____
E. J. B. Enterprises, Inc. 2664 Riva Road
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department ACCU
Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203

RECORD FEE 11.00
 POSTAGE .50

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: E. J. B. Enterprises, Inc.

Secured Party: Maryland National Bank

By: Ennio Bucci (Seal)
Ennio Bucci, President

By: Mark T. Blizzard (Seal)

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

Mark T. Blizzard, Vice President
 Type name and title

11-450-2

523 348

271776

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name COUNCIL AUTOMATIC SERVICE INC.
Address 3220 MOUNTAIN ROAD, PASADENA, MARYLAND 21122

2. SECURED PARTY

Name STATE SALES & SERVICE CORP.
Address 7160 AMBASSADOR ROAD, BALTIMORE, MARYLAND 21207

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

3. Maturity date of obligation (if any) _____

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

- 1 APC 6600XL SNACK, 32 SEL, IC W/G&M #17153 AUTOMATIC PRODUCTS
- 1 MARS 400-COUNT BILL ACCEPTOR #706-28959 MARS
- 1 MARS TRC 6000 COIN MECH #705-12712 MARS

RECORD FEE 11.00
POSTAGE 2.00
#035400 CUBO 104 10943
0012542
PH

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)

COUNCIL AUTOMATIC SERVICE
(Corporate or Trade Name)
Edward C. Ahern
(Signature of Debtor)
Edward C. Ahern, President
Type or Print Signature

(Signature of Debtor)
Type or Print Signature

STATE SALES & SERVICE CORP.
Stephen B. Koenigsberg
(Signature of Secured Party)
STEPHEN B. KOENIGSBERG, EXEC. VP
Type or Print Above Signature on Above Line

1150

523 349

271177

| | | | |
|---|--------------|--|--|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented | Maryland |
| 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 <input type="checkbox"/> The Debtor is a transmitting utility. 4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 RECEIVED OFFICE OF THE REGISTER OF DEEDS 02/25/88 PH |
| 5 This Financing Statement covers the following types (or items) of property Kent Air Drill, Model RD519, Serial #TY7678-8, Honda Generator, Model EB3500, Serial #3010148, 1977 Volvo Diesel Truck Van, Serial #F613U002804, Scramm Air Compressor, Model 160, Serial #213729, SPB Paving Breaker, Model SPB90, Serial #E707, Fido Tape System, Portable Gasoline Tanks XX Products of the Collateral are also covered. | | 6 Assignee(s) of Secured Party and Address(es) | |
| 8 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 | | 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) | |
| 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 | | | |
| Baldwin Line Construction of Maryland, Inc. | | Blue Ball National Bank | |
| By <u>[Signature]</u> Pres. | | By <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked) | |
| (1) FILING OFFICE COPY - NUMERICAL (5.83) | | STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania | |

523 350

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271773

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Henson Excavating
Address P. O. Box 361 Severna Park, Maryland 21146

2. SECURED PARTY

Name Elliott & Frantz Inc.
Address 450 E. Church Road King of Prussia, Pa. 19406

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
E9711 "This is a Lease Transaction that Elliott and Frantz Inc. has a security interest in both the right to receive rental payments under the Lease (and all other payments) and in the revisionary interest in the underlying equipment."
Fiat Allis Model FR12B S/N 560721

RECORD FEE 11.00
#260170 0777 104 11815
10/25/80
AH

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)
Henson Excavating
Type or Print Above Name on Above Line
James E. Henson
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Charles F. Palmer, Jr., Treasurer
Type or Print Above Signature on Above Line

11/00

271773

523 351

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) Cummings, Eric L. S&S Investments, Inc. 4609-D Pinecrest Office Park Dr. Alexandria, VA 22312 | 2 Secured Party(ies) and address(es) First Community Bank, Inc. 1001 Mercer Street Princeton, WV 24740 | 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 tackle, furniture, freight, apparel, necessities, all electronic and/or radio communication equipment, including but not limited to: Ratheon (Model Ray) VHF-S# 906765; Sitex (Loran) S# 787666; Benmar 21 (Auto Pilot) S# 7281-1; AND two (2) 1977 Caterpillar Diesel Engines model 3208, S#75V2375 & S#75V2407, including any replacements of or additions or improvement to any of these items, now owned or hereafter acquired, used or to be used on or in conjunction with the operation of the 1977 Cris Craft built fiberglass hull 37.5' length, 13' beam, vessel formerly known as Virginia R, now known as Rainmaker.

ASSIGNEE OF SECURED PARTY

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

Filed with: Clerk of Anne Arundle County

No. of additional Sheets presented: _____

By Eric L. Cummings
 Signature(s) of Debtor(s)

FIRST COMMUNITY BANK, INC.
 By [Signature]
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY ALPHABETICAL

STATE OF MARYLAND

523 352
271700
Identifying File No.

FINANCING STATEMENT FORM UCC-1

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

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

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

This financing statement Dated 02/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AAA-COD Home Heating Fuel, Inc.
Address 260 9th Street, Pasadena, MD 21122 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.
Address P.O. Box 3598, Frederick, MD 21701

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 1835B Uniloader
S/N - 17169652

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .30
#060160 CITY-NM 110454

Note: Retail Installment Contract - Not subject to recordation tax.

CHECK THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)
J. I. GASE CREDIT CORP.
6790 Widewaters Parkway
Syracuse, N.Y. 13214

Deborah A. Lail
(Signature of Debtor)

Deborah A. Lail, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

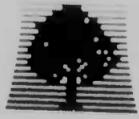
Dwayne V. Stup
(Signature of Secured Party)

Dwayne V. Stup
Type or Print Above Signature on Above Line

523- 353

not used

2-25-88



MARYLAND NATIONAL BANK
We want you to grow.

271102

523 354

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) K & M Enterprises Address(es) 316 Kernway
Baltimore, Md. 21212

6 Secured Party Maryland National Bank Address P.O. Box 17068
MS-090125
Baltimore, Md. 21203

RECORD FEE \$11.00
POSTAGE .50
M060210 CITY RD4 TEL102
02/25/08
PH

- 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.

K & M Enterprises
Robert A. Plumb, Partner (Seal)
James C. Fitzgerald, Partner (Seal)

(Seal)

Secured Party
Maryland National Bank
Dolly S. Whitecotton (Seal)
Dolly S. Whitecotton, Asst. Branch Manager
Type name and title

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

1150

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

523

355

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated Jan. 15, 19 88, and executed by K & M Enterprises

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

1 Compaq 286 Deskpro Model 20 computer system Serial # 4901AM2B0105
1 204-BS Hasler serial # 136986-B
1 Holo scale Serial # 2127
1 Canon 3525EF Copier serial # 3525ECEM02841
1 Inter-tel 1232 Telephone system serial # 8704
1 Canon Fax-410 serial # FX4101202877

GRANTOR/DEBTOR

By: *James C. Fitzgerald* (SEAL)

Name: James C. Fitzgerald

Title: Partner

GRANTOR/DEBTOR

By: *Robert A. Plumb* (SEAL)

Name: Robert A. Plumb

Title: Partner

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

523 357

271701

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 \$ 336,000.00 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)
 251 West Street Limited Partnership 251 West Street
Annapolis, Maryland

6 Secured Party Address: Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK ~~1500~~ P.O. Box 871
 Attention: Dennis R. Glasgow ~~1111~~ Annapolis, Md. 21404
 Att: REIG ~~1111~~

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 February 24, 1988 from Debtor(s) to Stephen F. Beckenholdt and Joseph A. Hulseberg 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) <u>251 West Street Limited Partnership</u> <u>251 West Street Joint Venture</u> BY: <u>John Greene, EIC, Inc</u> (SEAL) <u>John Greene</u> | Secured Party MARYLAND NATIONAL BANK By: <u>Dennis R. Glasgow</u> (SEAL) <u>Dennis R. Glasgow</u> Assistant Vice President Type name and title |
|--|---|

RECORD FEE 18.00

POSTAGE .50

11040710 1055 014 11144

02/25/88

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

140/50

SCHEDULE A

BEGINNING for the same on the south side of West Street, distant the two following courses and distances from the point of intersection formed by the said side of said West Street with the west side of Monticello Avenue; First course, South 69 degrees 21' 40" West 18.0 feet, and South 70 degrees 20' 20" West 23.25 feet to the said beginning point of this description; thence running from the said beginning point so fixed leaving said West Street; South 16 degrees 44' East 92.91 feet to the southwest corner of the Tru-Blu-Beer property; thence with the southern boundary line of said property North 69 degrees 07' East 48.69 feet to the west side of the said mentioned Monticello Avenue; thence with the same the two following courses and distances, South 21 degrees 12' 20" East 45.14 feet and South 18 degrees 00' 20" East 40.0 feet to the north side of a 20.0 foot right-of-way; thence leaving said Monticello Avenue and with the said North side of said 20.0 foot right-of-way South 67 degrees 52' 40" West 116.0 feet to an iron pipe; thence leaving said right-of-way and running North 15 degrees 07' 20" West 40.0 feet to another iron pipe; thence North 74 degrees 07' 40" East 31.1 feet to another iron pipe; thence North 16 degrees 57' West, 143.83 feet to a line cut in the concrete on the south side of West Street first mentioned in this description; thence with the said side of said street, N 74° 46' 40" East, 30.67 ft. to the place of beginning, according to a survey & plat by J. Revell Carr, Reg. Surveyor, October 1939. Bearings are referred which has an address of 251 WEST STREET, ANNAPOLIS, MD 21401 and 5 Monticello Avenue, Annapolis, MD 21401 to the true meridian

TO BE RECORDED AMONG THE
LAND RECORDS AND INDEXED
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 350,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel County

FINANCING STATEMENT

271705

1. Debtor(s) Country Liquors, Inc.
303 E. Furnace Branch Road, Glen Burnie, Maryland 21061
RECORD FEE 21.00
TAXES .50
201750 0287 003 770433
02/26/88

2. Secured Party Regal Savings Bank, F.S.B.
10123 Reisterstown Road, Owings Mills, Maryland 21117

3. This Financing Statement covers the following types of property:
See exhibit "A" attached hereto and made a part hereof

4. If the above personal property is to be affixed to real property, describe real property.
303 E. Furnace Branch Road

5. Proceeds of collateral are covered.
6. Products of collateral are covered.

DEBTOR(S): Country Liquors, Inc. SECURED PARTY: REGAL SAVINGS BANK F.S.B.

BY Gloria Ora Lee Shoemaker President
Gloria Ora Lee Shoemaker, President

After this statement has been recorded please return to:
Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

RETURN TO:
DACKMAN & HEYMAN, ATTS
2221 MARYLAND AVE
BALTIMORE, MD. 21218

21/88

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at:

303 E. Furnace Branch Road, Glen Burnie, Maryland 21061
Class "D" Beer, Wine and Liquor License No. 0097

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including without limitation all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever, including but not limited to that equipment more particularly described in Exhibit "B".

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtors.

Equipment and Liquor License

A list of the equipment in the subject building and an estimated contributing value in place is shown in the following table. The inventory was furnished by the requestor and an inspection revealed that the items were in place. The values estimated are based on the age, condition and replacement cost of the equipment.

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|--|-----------------|-------------------|---------------|---------------|
| <u>Kitchen-</u> | | | | |
| Vulcan steam quick, 1984,85 | 2 | 1,160 | 2,320 | |
| Manotomac, series 600, ice machine, 1985 | 1 | 3,000 | 3,000 | |
| 3 Compart. SS sink, 1984 | 1 | 630 | 630 | |
| Auto. Chlor. Dishwasher, 1986 | 1 | 2,400 | 2,400 | |
| Deep sink, 1981 | 1 | 140 | 140 | |
| Jaminson walk-in box, 1981 | 1 | 3,800 | 3,800 | |
| Schaefer 3 dr. freezer, 1985 | 1 | 2,100 | 2,100 | |
| 6 ft. freezers, upright | 2 | 500 | 1,000 | |
| Truck with refrigeration, 1984 | 1 | 2,000 | 2,000 | |
| Storage truck, used, 1984 | 1 | 500 | 500 | |
| 4 slot toaster, 1984 | 1 | 10 | 10 | |
| Farberware Food Processor, 1985 | 1 | 25 | 25 | |
| 12 ft. metal shelves | 8 | 10 | 80 | |
| Dishware, pots, pans, silver | Lot | 3,000 | 3,000 | |
| Char broiler, 1985 | 1 | 600 | 600 | |
| Comstock castel stove, 1985 | 1 | 350 | 350 | |
| Plitco deepfryer/2 sec., 1985 | 1 | 500 | 500 | |
| Salad bar cooler (sandwich), 1983 | 1 | 600 | 600 | |
| 6 ft. SS tables, 1983 | 2 | 240 | 480 | |
| 8 ft. steam table, 1984 | 1 | 525 | 525 | |
| Cheese melter, 1985 | 1 | 260 | 260 | |
| 13 ft. SS shelf, 1984 | 1 | 150 | 150 | |
| Hood exhaust and fire ext. system, 1983 | 1 | 4,500 | 4,500 | |
| Microwave, RC 145, 1983 | 1 | 920 | 920 | |
| 2 Sec. Altasham model 750Th-11, 1984 (Rib Oven) | 1 | 2,800 | 2,800 | |
| 10 cu. ft. refrigerator, Glenco-XL Series E, 1984 | 1 | 875 | 875 | |
| Timeclock, 1983 | 1 | 50 | 50 | |
| Walk-in refrigerator/freezer, 1987 | 1 | 9,500 | 9,500 | |
| Single Door freezer, 1987 | 1 | 1,250 | 1,250 | |
| Signs, 1987 | 2 | 900 | 1,800 | |
| Telephone system, Merlin, 1987 | Lot | 3,400 | 3,400 | \$49,565 |

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|---|-----------------|-------------------|---------------|---------------|
| <u>Tavern and package liquor store-</u> | | | | |
| Mini TV camera, 1983 | 2 | 100 | 200 | |
| Mini TV camera, low light, 1983 | 2 | 150 | 300 | |
| Hanging Lamps | 5 | 50 | 300 | |
| Stain glass Tiffany lamps | 2 | 200 | 400 | |
| Tables | 17 | 100 | 1,700 | |
| Bamboo chairs, cane, 1985 | 38 | 100 | 3,800 | |
| Bar stools | 18 | 50 | 900 | |
| Brass Lights, 1983 | 3 | 25 | 75 | |
| Ceiling fans with lights, 1983 | 3 | 250 | 750 | |
| Spotlights, 1982 | 11 | 25 | 275 | |
| 14 ft. marble top table, | 1 | 250 | 250 | |
| Antique stove, 1984 | 1 | 1,500 | 1,500 | |
| Cash registers, 1985 | 2 | 1,000 | 2,000 | |
| 5x12 mirrors, with design, 1984 | 2 | 500 | 1,000 | |
| Lanikai Masline, 1984 (Frozen drink machine) | 3 | 500 | 1,500 | |
| Stain glass, behind bar, 1986 | 2 | 300 | 600 | |
| Stain glass with frame, 1985 | 1 | 500 | 500 | |
| Wall mirror, 5x 12, 1985 | 1 | 125 | 125 | |
| 3 compartment bar sink, 1982 | 1 | 100 | 100 | |
| Hamilton Blender, 1983 | 1 | 10 | 10 | |
| Adding machine | 1 | 10 | 10 | |
| Single bar sink | 1 | 100 | 100 | |
| 12.5 ft. beer cooler, 1983 | 2 | 1,200 | 2,400 | |
| Smokeater, 1982 | 1 | 1,200 | 1,200 | |
| Smokeater, 1985 | 1 | 2,500 | 2,500 | |
| 25" Color TV, Remote, 1984 | 1 | 300 | 300 | |
| Antique Pepsi Cola ice box | 1 | 650 | 650 | |
| Stained glass windows | 3 | 200 | 600 | |
| Salad bar, 1987 | 1 | 2,400 | 2,400 | |
| 48" freezer, 1987 | 1 | 1,200 | 1,200 | 27,645 |
| <u>Second floor offices-</u> | | | | |
| Oak 2 shelf bookcase, 1986 | 1 | 250 | 250 | |
| Brass and glass clock, 1986 | 1 | 40 | 40 | |
| Emerson TV, Remote, 1986 | 1 | 200 | 200 | |
| Emerson VHS, 1986 | 1 | 150 | 150 | |
| Panasonic CC TV Monitor, 1984 | 1 | 100 | 100 | |
| Oak Credenza, 1986 | 1 | 350 | 350 | |
| Oak Bookcase, 5 shelf, 1986 | 1 | 100 | 100 | |
| Black Leather chair, 1984 | 1 | 50 | 50 | |
| Marble, glass & cherry cred. 1985 | 1 | 300 | 300 | |
| Epson FX-285 printer, 1986 | 1 | 300 | 300 | |
| Leading Edge comp. & monitor, 1986 | 1 | 400 | 400 | |
| Exec. Oak desk, 1986 | 1 | 450 | 450 | |
| Exec. Oak chair, 1986 | 1 | 125 | 125 | |
| Oak credenza, 1986 | 1 | 250 | 250 | |

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|--|-----------------|-------------------|---------------|---------------------------|
| AC units, Mont. Ward & Kenmore, 1985/86 | 2 | 200 | 400 | |
| Oak book shelf | 1 | 150 | 150 | |
| Metal file cabinet | 2 | 100 | 200 | |
| Citizen adding machine, 1986 | 1 | 100 | 100 | |
| JVC stereo double cassette deck | 1 | 300 | 300 | |
| Sentry guard safe, 1986 | 2 | 100 | 200 | |
| Roland 06 x-y plotter, 1986 | 1 | 650 | 650 | |
| 6 ft. metal storage cabinet, 1986 | 1 | 100 | 100 | |
| Oak cassette cabinets, 1986 | 2 | 10 | 20 | |
| AC unit, Westinghouse, 1985 | 1 | 250 | 250 | |
| Antique stereo, 1985 | 1 | 225 | 225 | |
| Metal file cabinets, | 3 | 75 | 225 | |
| Wood office desk, 1984/85 | 2 | 200 | 400 | |
| Wood office chairs, 1984/85 | 3 | 40 | 120 | |
| Postage meter, 1986 | 1 | 1,000 | 1,000 | |
| Paymaster, 1985/86 | 2 | 150 | 300 | |
| Fans, floor and desk, 1986 | 2 | 20 | 40 | |
| Pitney Bowes postage meter on wheels, 1986 | 1 | 200 | 200 | |
| Mail scale, 1986 | 1 | 100 | 100 | |
| Maple computer table | 2 | 100 | 200 | |
| Leading Edge computer, 1985 | 1 | 400 | 400 | |
| Okidata 193 Microline printer, 1986 | 1 | 300 | 300 | |
| Wood book shelf, 1986 | 1 | 100 | 100 | |
| ITT computer | 1 | 400 | 400 | |
| Epson spectrum LX-80 printer, 1986 | 1 | 200 | 200 | |
| Cannon PC20 copier, 1985 | 1 | 800 | 800 | |
| Sanyo monitor, 1985 | 1 | 75 | 75 | |
| Adding machine, 1984/85 | 2 | 125 | 250 | |
| ITT computer with Epson printer, 1986 | 1 | 1,500 | 1,500 | |
| File cabinet, 1984 | 1 | 75 | 75 | |
| Desk, 1984 | 1 | 75 | 75 | |
| Adding machine, 1984 | 1 | 75 | 75 | |
| Casio cash register, 1985 | 1 | 1,000 | 1,000 | |
| | | Total | | <u>13,495</u> \$90,705 |

The liquor license is estimated to have a contributing value of \$50,000. It is a Class D license permitting beer, liquor and wine sales and entertainment. This estimate is based on discussions with tavern and restaurant owners and real estate agents who have sold a business where a license was included in the sale. The estimated value of the equipment and liquor license is summarized as follows:

| | |
|-----------------|---------------|
| Equipment | \$90,705 |
| Class B license | <u>50,000</u> |
| Total | \$140,705 |
| Rounded to | \$140,700 |

TO BE RECORDED AMONG THE
LAND RECORDS AND INDEXED
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 70,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel County

BOOK **523** PAGE **364**

FINANCING STATEMENT

Country Liquors, Inc.
303 E. Furnace Branch Road, Glen Burnie, Md. 21061

1. Debtor(s)

RECORD FEE 21.00
POSTAGE .50
#003550 0227 803 110:34
10/26/88

2. Secured
Party

Clyde B. Didlake and Irene E. Didlake
301 E. Furnace Branch Road, Glen Burnie, Md. 21061

3. This Financing Statement covers the following types of property:
See Exhibit "A" attached hereto and made a part hereof

4. If the above personal property is to be affixed to real property, describe
real property. 303 E. Furnace Branch Road

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

Country Liquors, Inc.

SECURED PARTY:

BY Gloria Ora Lee Shoemaker
Gloria Ora Lee Shoemaker, President

Clyde B. Didlake

Irene E. Didlake

After this statement has been recorded please return to:

Joseph I. Huesman, Attorney, 16 S. Calvert Street, Baltimore, Maryland 21201
Suite 504

215

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at:

303 E. Furnace Branch Road, Glen Burnie, Maryland 21061
Class "D" Beer, Wine and Liquor License No. 0097

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including without limitation all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever, including but not limited to that equipment more particularly described in Exhibit "B".

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtors.

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|--|-----------------|-------------------|---------------|-----------------|
| AC units, Mont. Ward & Kenmore, 1985/86 | 2 | 200 | 400 | |
| Oak book shelf | 1 | 150 | 150 | |
| Metal file cabinet | 2 | 100 | 200 | |
| Citizen adding machine, 1986 | 1 | 100 | 100 | |
| JVC stereo double cassette deck | 1 | 300 | 300 | |
| Sentry guard safe, 1986 | 2 | 100 | 200 | |
| Roland 06 x-y plotter, 1986 | 1 | 650 | 650 | |
| 6 ft. metal storage cabinet, 1986 | 1 | 100 | 100 | |
| Oak cassette cabinets, 1986 | 2 | 10 | 20 | |
| AC unit, Westinghouse, 1985 | 1 | 250 | 250 | |
| Antique stereo, 1985 | 1 | 225 | 225 | |
| Metal file cabinets, | 3 | 75 | 225 | |
| Wood office desk, 1984/85 | 2 | 200 | 400 | |
| Wood office chairs, 1984/85 | 3 | 40 | 120 | |
| Postage meter, 1986 | 1 | 1,000 | 1,000 | |
| Paymaster, 1985/86 | 2 | 150 | 300 | |
| Fans, floor and desk, 1986 | 2 | 20 | 40 | |
| Pitney Bowes postage meter on wheels, 1986 | 1 | 200 | 200 | |
| Mail scale, 1986 | 1 | 100 | 100 | |
| Maple computer table | 2 | 100 | 200 | |
| Leading Edge computer, 1985 | 1 | 400 | 400 | |
| Okidata 193 Microline printer, 1986 | 1 | 300 | 300 | |
| Wood book shelf, 1986 | 1 | 100 | 100 | |
| ITT computer | 1 | 400 | 400 | |
| Epson spectrum LX-80 printer, 1986 | 1 | 200 | 200 | |
| Cannon PC20 copier, 1985 | 1 | 800 | 800 | |
| Sanyo monitor, 1985 | 1 | 75 | 75 | |
| Adding machine, 1984/85 | 2 | 125 | 250 | |
| ITT computer with Epson printer, 1986 | 1 | 1,500 | 1,500 | |
| File cabinet, 1984 | 1 | 75 | 75 | |
| Desk, 1984 | 1 | 75 | 75 | |
| Adding machine, 1984 | 1 | 75 | 75 | |
| Casio cash register, 1985 | 1 | 1,000 | 1,000 | 13,495 |
| | | Total | | <u>\$90,705</u> |

The liquor license is estimated to have a contributing value of \$50,000. It is a Class D license permitting beer, liquor and wine sales and entertainment. This estimate is based on discussions with tavern and restaurant owners and real estate agents who have sold a business where a license was included in the sale. The estimated value of the equipment and liquor license is summarized as follows:

| | |
|-----------------|---------------|
| Equipment | \$90,705 |
| Class B license | <u>50,000</u> |
| Total | \$140,705 |
| Rounded to | \$140,700 |

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|---|-----------------|-------------------|---------------|---------------|
| <u>Tavern and package liquor store-</u> | | | | |
| Mini TV camera, 1983 | 2 | 100 | 200 | |
| Mini TV camera, low light, 1983 | 2 | 150 | 300 | |
| Hanging Lamps | 5 | 50 | 300 | |
| Stain glass Tiffany lamps | 2 | 200 | 400 | |
| Tables | 17 | 100 | 1,700 | |
| Bamboo chairs, cane, 1985 | 38 | 100 | 3,800 | |
| Bar stools | 18 | 50 | 900 | |
| Brass Lights, 1983 | 3 | 25 | 75 | |
| Ceiling fans with lights, 1983 | 3 | 250 | 750 | |
| Spotlights, 1982 | 11 | 25 | 275 | |
| 14 ft. marble top table, | 1 | 250 | 250 | |
| Antique stove, 1984 | 1 | 1,500 | 1,500 | |
| Cash registers, 1985 | 2 | 1,000 | 2,000 | |
| 5x12 mirrors, with design, 1984 | 2 | 500 | 1,000 | |
| Lanikai Masline, 1984 | 3 | 500 | 1,500 | |
| (Frozen drink machine) | | | | |
| Stain glass, behind bar, 1986 | 2 | 300 | 600 | |
| Stain glass with frame, 1985 | 1 | 500 | 500 | |
| Wall mirror, 5x 12, 1985 | 1 | 125 | 125 | |
| 3 compartment bar sink, 1982 | 1 | 100 | 100 | |
| Hamilton Blender, 1983 | 1 | 10 | 10 | |
| Adding machine | 1 | 10 | 10 | |
| Single bar sink | 1 | 100 | 100 | |
| 12.5 ft. beer cooler, 1983 | 2 | 1,200 | 2,400 | |
| Smokeater, 1982 | 1 | 1,200 | 1,200 | |
| Smokeater, 1985 | 1 | 2,500 | 2,500 | |
| 25" Color TV, Remote, 1984 | 1 | 300 | 300 | |
| Antique Pepsi Cola ice box | 1 | 650 | 650 | |
| Stained glass windows | 3 | 200 | 600 | |
| Salad bar, 1987 | 1 | 2,400 | 2,400 | |
| 48" freezer, 1987 | 1 | 1,200 | 1,200 | 27,645 |

Second floor offices-

| | | | | |
|------------------------------------|---|-----|-----|--|
| Oak 2 shelf bookcase, 1986 | 1 | 250 | 250 | |
| Brass and glass clock, 1986 | 1 | 40 | 40 | |
| Emerson TV, Remote, 1986 | 1 | 200 | 200 | |
| Emerson VHS, 1986 | 1 | 150 | 150 | |
| Panasonic CC TV Monitor, 1984 | 1 | 100 | 100 | |
| Oak Credenza, 1986 | 1 | 350 | 350 | |
| Oak Bookcase, 5 shelf, 1986 | 1 | 100 | 100 | |
| Black Leather chair, 1984 | 1 | 50 | 50 | |
| Marble, glass & cherry cred. 1985 | 1 | 300 | 300 | |
| Epson FX-285 printer, 1986 | 1 | 300 | 300 | |
| Leading Edge comp. & monitor, 1986 | 1 | 400 | 400 | |
| Exec. Oak desk, 1986 | 1 | 450 | 450 | |
| Exec. Oak chair, 1986 | 1 | 125 | 125 | |
| Oak credenza, 1986 | 1 | 250 | 250 | |

Equipment and Liquor License

A list of the equipment in the subject building and an estimated contributing value in place is shown in the following table. The inventory was furnished by the requestor and an inspection revealed that the items were in place. The values estimated are based on the age, condition and replacement cost of the equipment.

| <u>Item</u> | <u>Quantity</u> | <u>Price/Unit</u> | <u>Amount</u> | <u>Totals</u> |
|--|-----------------|-------------------|---------------|---------------|
| <u>Kitchen-</u> | | | | |
| Vulcan steam quick, 1984,85 | 2 | 1,160 | 2,320 | |
| Manotomac, series 600, ice machine, 1985 | 1 | 3,000 | 3,000 | |
| 3 Compart. SS sink, 1984 | 1 | 630 | 630 | |
| Auto. Chlor. Dishwasher, 1986 | 1 | 2,400 | 2,400 | |
| Deep sink, 1981 | 1 | 140 | 140 | |
| Jaminson walk-in box, 1981 | 1 | 3,800 | 3,800 | |
| Schaefer 3 dr. freezer, 1985 | 1 | 2,100 | 2,100 | |
| 6 ft. freezers, upright | 2 | 500 | 1,000 | |
| Truck with refrigeration, 1984 | 1 | 2,000 | 2,000 | |
| Storage truck, used, 1984 | 1 | 500 | 500 | |
| 4 slot toaster, 1984 | 1 | 10 | 10 | |
| Farberware Food Processor, 1985 | 1 | 25 | 25 | |
| 12 ft. metal shelves | 8 | 10 | 80 | |
| Dishware, pots, pans, silver | Lot | 3,000 | 3,000 | |
| Char broiler, 1985 | 1 | 600 | 600 | |
| Comstock castel stove, 1985 | 1 | 350 | 350 | |
| Plitco deepfryer/2 sec., 1985 | 1 | 500 | 500 | |
| Salad bar cooler (sandwich), 1983 | 1 | 600 | 600 | |
| 6 ft. SS tables, 1983 | 2 | 240 | 480 | |
| 8 ft. steam table, 1984 | 1 | 525 | 525 | |
| Cheese melter, 1985 | 1 | 260 | 260 | |
| 13 ft. SS shelf, 1984 | 1 | 150 | 150 | |
| Hood exhaust and fire ext. system, 1983 | 1 | 4,500 | 4,500 | |
| Microwave, RC 145, 1983 | 1 | 920 | 920 | |
| 2 Sec. Altasham model 750Th-11, 1984 (Rib Oven) | 1 | 2,800 | 2,800 | |
| 10 cu. ft. refrigerator, Glenco-XL Series E, 1984 | 1 | 875 | 875 | |
| Timeclock, 1983 | 1 | 50 | 50 | |
| Walk-in refrigerator/freezer, 1987 | 1 | 9,500 | 9,500 | |
| Single Door freezer, 1987 | 1 | 1,250 | 1,250 | |
| Signs, 1987 | 2 | 900 | 1,800 | |
| Telephone system, Merlin, 1987 | Lot | 3,400 | 3,400 | \$49,565 |

Circuit Court for Anne Arundel County

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 465 Page No. 363
 Identification No. 248871 Dated September 1, 1983

1. Debtor(s) { COUNTRY LIQUORS INC. t/a CHISM'S SALOON
 Name or Names—Print or Type
303 E. Furnace Branch Road, Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE CIGARETTE SERVICE, INC.
 Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 20.00
 POSTAGE .50
 02/25/88

| | |
|--|---|
| <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 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>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

AMENDMENT

That the within referred to Financing Statement is amended so that it will be subordinated to the lien of Regal Savings & Loan Association, Inc. in the amount of \$350,000.00, which lien is represented by a Financing Statement between County Liquors, Inc., Debtor, and Regal Savings & Loan Association, Inc. and to the lien of Clyde B. Didlake and Irene E. Didlake, his wife in the amount of \$70,000.00, which lien is represented by a Financing Statement between Country Liquors, Inc., Debtor and Clyde B. Didlake and Irene E. Didlake.

Dated: 2/18/88
 COUNTRY LIQUORS, INC.
 By Glenn Ora Lee, President

BALTIMORE CIGARETTE SERVICE, INC.
 Name of Secured Party
 By Robert E. Carlucci, President
 Signature of Secured Party
 Robert E. Carlucci, President
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

REGAL SAVINGS & LOAN ASSOCIATION, INC.
 By _____
Clyde B. Didlake
 Clyde B. Didlake
Irene E. Didlake
 Irene E. Didlake

10-88

BOOK 523 PAGE 370

271703

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 February 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southdale Ritchie, Inc.
Address c/o 1131 University Boulevard, Suite 215, Silver Spring, MD 20902

2. SECURED PARTY

Name DRG Funding Corporation
Address 1099 30th Street, N.W., Washington, D.C. 20007
Pamela J. Cala, Esq., Colton and Boykin, 1025 Thomas Jefferson St., N.W., #500 East,
Person And Address To Whom Statement Is To Be Returned If Different From Above.
Washington, D.C. 20007

3. Maturity date of obligation (if any) March 1, 2023

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

Personal property and fixtures which are described in Exhibit B attached hereto and which are located on, related to, or used in connection with the real property described in Exhibit A attached hereto.

RECORD FEE 33.00
POSTAGE 1.00
MAGNETIC 0277 004 715431
0226/02
AH

CHECK THE LINES WHICH APPLY

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

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

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

SOUTHDALE RITCHIE, INC
By: Carl M. Freeman
(Signature of Debtor)

Carl M. Freeman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

DRG FUNDING CORPORATION

By: Donald M. DeFranceaux
(Signature of Secured Party)

Donald M. DeFranceaux
Type or Print Above Signature on Above Line

33-50

DESCRIPTION

AMERICANA SOUTHDALE APARTMENTS

TWO PARCELS, EAST SIDE OF GOVERNOR RITCHIE HIGHWAY, MD. RTE. 2, SOUTHWEST SIDE OF THE ARUNDEL EXPRESSWAY, NORTH OF MOUNTAIN ROAD MD. RTE. 177, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

PARCEL ONE

Beginning for the same at a concrete monument heretofore set at the end of the first or North 66 degrees 01 minutes 56 seconds West 256.25 foot line of Exhibit No. 1 of the Lease Agreement dated September 4, 1963 by and between Ritchmount Homes, Inc., Landlord and Marvin Brown Associates, Inc., Tenant, and recorded among the land records of Anne Arundel County, Maryland in Liber L.N.P. 1690 folio 1, said point of beginning being also the northernmost corner of the land shown on the "Plat showing Section 1, Americana Harundale" recorded among the aforesaid land records in Liber M.S.H. 2089 folio 415, running thence binding reversely on the first line of said Lease Agreement and on the north outline of the Recreation Area shown on the aforesaid Plat showing Section 1, Americana Harundale, the courses hereinafter refer to the true meridian as established by the Maryland State System of Plane Coordinates, (1) South 66 degrees 16 minutes 24 seconds East 256.25 feet to intersect the southwest right-of-way line of the Arundel Expressway as shown on State of Maryland, Department of Transportation, Plat No. 47008, thence binding on a part of said southwest right-of-way line, binding reversely on a

part of the last line of said Lease Agreement and binding on the northeast outline of the aforesaid Plat showing Section 1, Americana Harundale, (2) South 43 degrees 38 minutes 33 seconds East 781.36 feet to intersect the eighth or North 41 degrees 59 minutes 25 seconds East 888.64 foot line of the Inquisition taken December 4, 1956 in a cause entitled "Baltimore Gas and Electric vs. Ritchmount Homes, Inc." and recorded among the aforesaid land records in Liber G.T.C. 1085 folio 563, thence binding reversely on a part of said eighth line to the beginning thereof, and binding reversely on a part of the seventh line of said inquisition and on the southeast outlines of the aforesaid Plat showing Section 1, Americana Harundale, two courses: (3) South 41 degrees 55 minutes 46 seconds West 571.95 feet and (4) South 62 degrees 21 minutes 54 seconds West 262.23 feet to the end of the sixth or South 35 degrees 12 minutes 04 seconds East 358.94 foot line of the aforementioned Lease Agreement, thence binding reversely on said sixth line and reversely on the fifth line of said lease and binding on the south and southeast outlines of the aforesaid Plat showing Section 1, Americana Harundale, two courses: (5) North 35 degrees 26 minutes 32 seconds West 358.94 feet and (6) South 54 degrees 33 minutes 28 seconds West 700.00 feet to the northeast side of Governor Ritchie Highway Md. Rte. 2, 150 feet wide, as shown on State Roads Commission of Maryland Plat No. 2220, thence binding on a part of said northeast side of Governor Ritchie Highway as laid out 150 feet wide, reversely on the fourth or South 35 degrees 12 minutes 04 seconds East 150.05 foot line of said lease and on the west outline of the aforesaid

Plat showing Section 1, Americana Harundale, (7) North 35 degrees 26 minutes 32 seconds West 150.05 feet, thence leaving said Governor Ritchie Highway, binding reversely on the third and second lines of said lease, and binding on the west outlines of the aforesaid Plat showing Section 1, Americana Harundale, two courses: (8) North 54 degrees 33 minutes 28 seconds East 312.86 feet and (9) North 23 degrees 44 minutes 52 seconds East 1120.38 feet to the place of beginning.

Containing 844,306 square feet or 19.3826 acres of land, more or less.

PARCEL TWO

Beginning for the same at a point on the southwest right-of-way line of the Arundel Expressway as shown on State of Maryland, Department of Transportation Plat No. 47008, said point also being point No. 1 the northern most corner of the land shown on the plat title "Section Two, Americana Harundale" and recorded among the land records of Anne Arundel County, Maryland in Plat Book 35, folio 45, said point being at the intersection of the second or South 41 degrees 59 minutes 25 seconds West 949.74 foot line of the Inquisition taken December 4, 1956 in a cause entitled "Baltimore Gas and Electric vs. Ritchmount Homes, Inc." and recorded among the aforesaid land records in Liber G.T.C. 1085, folio 563, with the ninth or North 43 degree 24 minutes 06 seconds West 2219.90 foot line of Exhibit No. 1 of the Lease Agreement dated September 4, 1963 by and between Ritchmount Homes, Inc., Landlord and Marvin Brown Associates, Inc., Tenant, recorded among the aforesaid land records in Liber L.N.P. 1690 folio 1, running thence, the courses hereinafter refer to the true meridian as established by the Maryland State System of Plane Coordinates, and binding on said southwest right-of-way line shown on Department of Transportation Plat No. 47008 and the right-of-way line as shown on Plat No. 47009, binding on a part of the northeast outline of said plat of Section Two, Americana Harundale, and binding reversely on a part of said ninth line of the aforesaid lease, (1) South 43 degrees 38 minutes 33 seconds East 1116.05 feet, thence

still binding on the southwest right-of-way line of said Plat No. 47009, (2) South 36 degrees 32 minutes 36 seconds East 174.38 feet to a point on the southwest outline of the land shown on the aforesaid plat of Section Two, Americana Harundale, said point being on the eighth or South 79 degrees 57 minutes 04 seconds East 1003.02 foot line of the aforesaid lease, thence binding on the southwest outlines of said plat of Section Two, Americana Harundale and binding reversely on part of the eight line of said lease to the beginning thereof and binding reversely on a part of the seventh or South 62 degrees 12 minutes 04 seconds East 698.17 foot line of said lease, two courses: (3) North 80 degrees 11 minutes 32 seconds West 966.82 feet and (4) North 62 degrees 26 minutes 32 seconds West 552.04 feet to intersect the third or South 62 degrees 25 minutes 33 seconds West 962.04 foot line of the aforementioned Inquisition, thence binding reversely on part of said third line to the beginning thereof and reversely on a part of the second or South 41 degrees 59 minutes 25 seconds West 949.74 foot line of said Inquisition and binding on the northwest outlines of said Plat of Section Two, Americana Harundale, two courses: (5) North 62 degrees 21 minutes 54 seconds East 200.45 feet and (6) North 41 degrees 55 minutes 46 seconds East 584.29 feet to the place of beginning.

Containing 572,705 square feet or 13.1475 acres of land, more or less.

EXHIBIT "B" TO SECURITY AGREEMENT
AND FINANCING STATEMENT

All of the following, which may be located on the premises of, relate to, or be used in connection with, construction, repair or operation of Americana Southdale Apartments, FHA Project No. 052-10541 REF, located in Glen Burnie, Maryland, in which Debtor has an interest now or hereafter existing or acquired:

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described on Exhibit "A" (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed by the parties to the Security Agreement and Financing Statement that all personal property owned by the Debtor and placed by it on the Property

shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by this Security Agreement or Financing Statement, as applicable).

3. All of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made with respect to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property (including but not limited to destruction or decrease in value by fire or other casualty), all of which awards, rights thereto and shares therein are hereby assigned to the Creditor, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Creditor, of the indebtedness secured hereby.

4. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor, including but not limited to cash; bank accounts; certificates of deposit; securities; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

5. Land surveys, plans and specifications, drawings, briefs, and other work product of the Debtor or its employees, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair, or operation of the above project.

6. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

7. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.

8. Any of the above arising or acquired by the Debtor in the future.

9. Any of the above which may become fixtures by virtue of attachment to the real property described in Exhibit "A".

Mail to

SECURED PARTY

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475

Page No. 293

Identification No. 252870

Dated July 26, 1984

1. Debtor(s) { Philip G. DeGruchy, Individually and
T/A Mr. D. Audio-Video Sales and Services
Name or Names—Print or Type Jumpers Mall, Ritchie Highway and
Jumpers Hole Road, Glen Burnie, Anne Arundel County,
Address—Street No., City - County State Zip Code Md. 2106

2. Secured Party { Small Business Administration (an Agency of U.S. Government)
Name or Names—Print or Type
10 N. Calvert St., Third Floor, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

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 10.00
4061700 2345 704 7074
02/28/84

Dated: February 12, 1988

Small Business Administration
Name of Secured Party

Paul Hecht *Paul Hecht*
Signature of Secured Party

Chief, Portfolio Management Division
Type or Print (Include Title if Company)

PLEASE RETURN TO DEBTOR.

10-
50

271701

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:

LEONARD CANTOR
RONNI B. CANTOR
314 Wembly Way
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTIES:

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

3. This Financing Statement covers:

All leasehold improvements, 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, located at 1509 Ritchie Highway, Arnold, Maryland 21012.

4. This transaction is exempt from the recordation tax. All documentary stamps have been paid to Anne Arundel County, Maryland at the time of filing a Deed of Trust of even date herewith.

Principal amount of this debt is \$125,000.00 to creditor.

DEBTORS:

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

Leonard Cantor
Leonard Cantor

BY *R. Michael Shymansky*
R. Michael Shymansky
Assistant Vice President

Ronni B. Cantor
Ronni B. Cantor

RECORD FEE 12.00

POSTAGE .00

#061300 0040 004 1041

02/25/78

AH

AFTER RECORDATION return to:

Pat Weiss
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
23 West Street, Post Office Box 1911
Annapolis, Maryland 21404

18-150

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

271705

FINANCING STATEMENT

- 1. To Be Recorded among the Financing Statement Record.
- 2. Not Subject to Recordation Tax.
- 3. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Prince George's County.

| | |
|----------------------------------|--|
| 5. Debtor(s) Name(s) | Address(es) |
| FREE STATE TITLE & ESCROW, INC. | No. 6 Village Green Crofton, Maryland 21114 |
| SINCLAIR & CHAPDELAIN, CHARTERED | |

RECORD FEE 14.00

| | | | |
|---------------------------------|---------------------------|------------------------|---|
| 6. Secured Party | Address | POSTAGE | 3 |
| First National Bank of Maryland | 18 West Street | MD01350 0040 R04 T1820 | |
| | Annapolis, Maryland 21401 | 02/24/88 | |

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **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.

B. **All Equipment and Furniture.** All of the equipment and furniture 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.

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

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8555

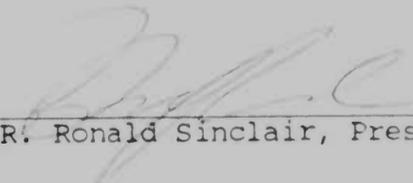
14.50

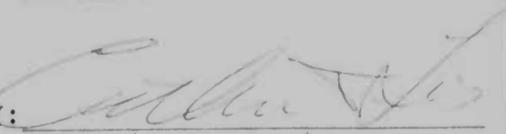
DEBTOR: 523 PAGE 381

SECURED PARTY:

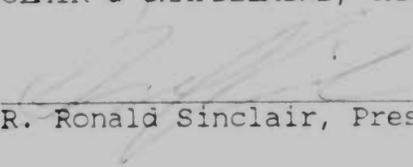
FREE STATE TITLE & ESCROW, INC.

FIRST NATIONAL BANK
OF MARYLAND

BY: 
R. Ronald Sinclair, President

BY: 
Catherine T. Lewis

SINCLAIR & CHAPDELAIN, CHARTERED

BY: 
R. Ronald Sinclair, President

Address where Collateral
will be located:

No. 6 Village Green
Crofton, Maryland 21114

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON, SNIDER &
GOLDSBOROUGH, CHARTERED, P.O. Box 1911, Annapolis,
Maryland 21404.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8555

BEING KNOWN AND DESIGNATED as Lots 6 and 7 as shown on the Plat entitled 'Crofton Village Green', which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 49, page 46 and 'Amended Plat, Crofton Village Green', recorded in Plat Book 56, page 39.

TOGETHER with the reciprocal easements for ingress and egress and parking, established by a Declaration of Covenants recorded in Liber 2635 at page 776 among the aforesaid Land Records.

AND TOGETHER with easements and rights of way on, over and to Lot 5 as described in Deed dated January 4, 1977 and recorded in Liber 2923 at page 306.

Debtor or Assignor Form

FINANCING STATEMENT

FJ to RAG
9/23/70

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$18,000.00

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

Name of Debtor

Address

Ronald A. Jones
Mary C. Brusnighan

20 Hudson Street
Annapolis, MD 21401

Secured Party

Address

Farmers National Bank of MD

5 Church Circle
Annapolis, MD 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

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

1-Used Model 260-A, 1-H Diesel Wheel Loader Backhoe,
Serial #202928

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

RECORD FEE 12.00

RECORD TAX 126.00

POSTAGE .50

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.

10/26/70
AH

Debtor (or Assignor)

Secured Party (or Assignee)

Ronald A. Jones

FARMERS NATIONAL
BANK OF MARYLAND

Mary C. Brusnighan

BY

John R. Ludwig
John R. Ludwig Asst. Vice Pres

Type or print names under signatures

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

12-
120-
50

211107

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

R-Lumber Center, Inc. 645 Mayo Road
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):

See attached.

RECORD FEE 11.00

POSTAGE .50

1061310 0140 004 114717

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

02/26/88

AM

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)

R-Lumber Center, Inc.

FARMERS NATIONAL BANK OF MARYLAND

Donald H. Pless Pres
DONALD PLESS, PRES.

William B. Dyer v.p.
Wm. B. DYER, V.P.

BY

Ross J. Selby

Type or print names under signatures

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

11.50

"All inventory now owned or hereafter acquired, including all goods held for sale, for lease, or to be furnished under contracts of service, and all goods being leased together with all leases and rental agreements pertaining thereto, and all goods being manufactured or processed for sale or for lease or for furnishing under contracts of service, including (without limitation) all raw materials, goods in process and finished goods, and all supplies to be used or consumed, or being used and consumed, in Debtor's business as now or hereafter conducted."

"All present and future accounts, contracts, contract rights, open accounts receivable, book debts, notes, general intangibles, drafts, acceptances, instruments, chattel paper, choses in action, returned goods, documents pertaining to collateral and all products and proceeds of, and all addition and accessions to any or all of the foregoing, now owned or hereafter acquired.

All present and future records now owned or hereafter acquired pertaining to the foregoing collateral including (without-limitation) all written and photographic matter, ledger sheets, files, tapes, discs, computer printouts, microfilm, microfiche, papers, documents, electronic records, and all other data including (without limitation) all data organized, created or compiled by or for electronic means of creation, maintenance or processing and all necessary information, and all right, title and interest of Debtor in all programming and software, required to utilize such data and such means of creation, maintenance or processing."

R-Lumber Center, Inc.

BY: James D. Blinn Pres

BY: William B. Dyrud v.p.

STATE OF MARYLAND

BOOK 523 PAGE 386271703
Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

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

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

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

This financing statement Dated 15 January 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Pasadena Investment Corporation
Address 3118 Mountain Road Pasadena MD 21122

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 equipment now owned or hereafter acquired by Borrower and all proceeds, (cash and non-cash) of such equipment.

RECORD FEE 11.00
POSTAGE .50
#061320 0040 P04 11/11

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 Pasadena Investment Corporation

Edward B. Lauer
(Signature of Debtor)

Edward B. Lauer, President
Type or Print Above Name on Above Line

Nelson B. Lauer
(Signature of Debtor)

Helen B. Lauer, Secretary
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

1130

02/23/88
PH

Debtor or Assignor Form

FINANCING STATEMENT

Pr to
A.A. Co
\$28.00

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 3,903.25
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Hallmark Financial Corp.

1000 West Street
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 equipment now owned or hereafter acquired by Borrower, including but not limited to; 1 Qune Letterpro Plus Printer for computer, 1 7500 Sanyo Dictaphone plus cassettes, and various other cables and support systems used for the operation of the above equipment, and 1 Desk and Chair.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
 RECORD TAX 2.80
 RECORD TAX 25.20
 POSTAGE .50
 #061330 0040 004 11411

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)

Hallmark Financial Corp.

FARMERS NATIONAL BANK OF MARYLAND

BY:

[Signature]

BY:

[Signature]

Type or print names under signatures

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

11-28-50

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

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

This Statement refers to original Financing Statement, Identifying File No. _____ recorded in
the Financing Records of Anne Arundel County, State of Maryland, in
Liber _____, Folio 427 on February 20, 1985 (Date).

1. DEBTOR(S):

Name(s) GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

Address(es) 107 Ridgely Avenue, Annapolis, Maryland 21401

2. SECURED PARTY:

Name STUDENT LOAN MARKETING ASSOCIATION

Address 1050 Thomas Jefferson Street, N. W., Washington, D. C. 20007

L. B. Goldstein, Esquire, Post Office Box 291, Annapolis, Maryland 21404
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

.30

- 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.

1061400 1040

004 11210

02/26/85

AH

8.

9. SIGNATURES.

SECURED PARTY
STUDENT LOAN MARKETING ASSOCIATION

By *John D. Ray*
Associate General Counsel
(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.

16.50

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

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

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

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

Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|--|-----|--------|------|-------|
|--|-----|--------|------|-------|

| | | | | |
|--|--|-------------------|---------|----------|
| SOUTH CREEK REALTY LIMITED PARTNERSHIP, a Maryland Limited Partnership | | 8353 Cherry Lane, | Laurel, | Maryland |
|--|--|-------------------|---------|----------|

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
|-----------------------------------|-----|--------|------|-------|

| | | | | |
|--|--|----------------------|-----------|-----------|
| DOMINION BANK OF MARYLAND, National Association | | 7220 Wisconsin Ave., | Bethesda, | Md. 20814 |
|--|--|----------------------|-----------|-----------|

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

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

RECORD FEE 39.00
POSTAGE .50
#02510 0257 003 110/21
02/29/88

KATZ, FROME, SLAN & BLEECKER, P.A.
 ATTORNEYS AT LAW
 10605 CONCORD STREET
 KENSINGTON, MD 20895-2524

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.)

Part of the

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

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

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

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

Debtor(s) or assignor(s): SOUTH CREEK REALTY LIMITED PARTNERSHIP, a Maryland limited partnership

BY: LOVELL LAND (AMERICA), INC., a Maryland corporation, General Partner (Seal)
(Corporate, Trade or Firm Name)

BY: Jackson G. Kochen, Vice President Signature of Secured Party or Assignee
ROSE-WEST RIVER, INC., a Maryland corporation, General Partner

(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

BY: Mark Kalish, Vice President

3900

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

EXHIBIT "B"
PROPERTY SUBJECT TO SECURITY INTEREST

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

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

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

SCHEDULE AEXHIBIT APARCEL 2PARCEL NO. 1:

BEGINNING for the same at an iron pipe found on the northeasternmost side of Muddy Creek State Road, Maryland Route 468, at the beginning of the conveyance by W. Taylor Leatherbury and wife, et.al., to Worth B. Daniels and wife by deed dated November 19, 1940, and recorded among the Land Records of Anne Arundel County, in Liber JHH 231, Folio 48 said beginning point being distant, North 87 degrees 27 minutes 20 seconds East 54.92 feet from Anne Arundel County Public Works Monument #358 and as also distant, North 11 degrees 49 minutes 37 seconds East 59.21 feet, from a large granite boundary stone found on the southwesternmost side of said state road, the beginning stone of the Sudley Farm, surveyed by John Johns, April 10, 1798 by Baruch Fowler, Esq., Surveyer; thence leaving said beginning point so fixed and referred to in Anne Arundel County Grid and reversely with the South 18 degrees 06 minutes 56 seconds West 1134.87 foot line described in the conveyance by C. Gilbert Leatherbury and wife to Carl W. Richmond by deed dated July 17, 1973, and recorded among the Land Records of Anne Arundel County, in Liber WGL 2608, Folio 326, as now surveyed,

- 1) North 18 degrees 08 minutes 56 seconds East 1134.99 feet, to an iron pipe there found in a marsh; thence leaving said conveyance to Richmond and running through said marsh,
- 2) North 18 degrees 08 minutes 56 seconds East 264.70 feet, to an iron pipe there found in said marsh; thence running,
- 3) North 26 degrees 04 minutes 20 seconds East 197.14 feet to an angle iron found on the West edge of the marsh at the end of the South 67 degrees 38 minutes West 477.00 foot line described in the conveyance by W. Taylor Leatherbury and wife, et.al., to Francis K. Crandall by deed dated May 1, 1940, and recorded among the Land Records of Anne Arundel County, in Liber JHH 219, Folio 31, now the property conveyed by the Edgewater Investment Corp., to Carl F. Kaufman and wife by deed dated June 21, 1962 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber GIC 1573, Folio 412; thence running reversely with said conveyance,
- 4) North 59 degrees 44 minutes 21 seconds East 477.0 feet,
- 5) South 24 degrees 58 minutes 39 seconds East 74.45 feet, to an iron pipe set near the west edge of a stream at the head of Ford's Creek; thence running with said stream,
- 6) North 48 degrees 57 minutes 21 seconds East 52.05 feet,
- 7) North 79 degrees 41 minutes 21 seconds East 220.50 feet,
- 8) North 31 degrees 53 minutes 21 seconds East 64.05 feet, and
- 9) North 04 degrees 37 minutes 21 seconds East 186.80 feet, to an iron pipe there set at the head of Ford's Creek; thence leaving said conveyance to Kaufman and running with said Creek,

- 10) North 28 degrees 21 minutes 18 seconds East 227.65 feet, to the end of the fourth line of the Sudley Farm; thence leaving said conveyance by Leatherbury to Daniels and running for new lines of division across a portion of that conveyance from Ralph P. Turner and Mary Diane Turner, to Norman's Creek Limited Partnership, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, folio 527,
- 11) South 89 degrees 10 minutes 28 seconds East 402.78 feet,
- 12) North 58 degrees 46 minutes 53 seconds East 460.00 feet,
- 13) North 68 degrees 09 minutes 26 seconds East 519.29 feet, and
- 14) North 10 degrees 56 minutes 45 seconds West 1081.34 feet, to intersect the twenty third or North 67 degrees 22 minutes 32 seconds East 243.59 feet line of the aforementioned conveyance from Turner to Norman's Creek Limited Partnership, said point also lying along the shore, West River; thence running with and binding along a portion of the aforementioned 243.59 feet line,
- 15) North 67 degrees 22 minutes 32 seconds East 86.43 feet, to a stone there found; thence continuing with the shore line of West River,
- 16) South 89 degrees 54 minutes 14 seconds East 129.92 feet to the mouth of the cove of West River, known as Norman's Creek; thence running with a shoreline of said cove,
- 17) South 10 degrees 45 minutes 59 seconds East 182.67 feet,
- 18) South 52 degrees 53 minutes 51 seconds East 67.83 feet,
- 19) South 03 degrees 17 minutes 42 seconds East 303.44 feet, thence crossing a stream at the head of said cove,
- 20) South 88 degrees 48 minutes 19 seconds East 69.81 feet; thence leaving said conveyance by Queene F. Bussey, et.al., to Worth B. Daniels and wife and running with the conveyance by Hannah Bussey, et.al., to Worth B. Daniels and wife by deed dated March 2, 1956 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC 1005, folio 284 as now surveyed and with the easternmost shoreline of said cove,
- 21) North 54 degrees 25 minutes 12 seconds East 91.35 feet,
- 22) North 22 degrees 54 minutes 53 seconds East 63.52 feet,
- 23) North 40 degrees 21 minutes 25 seconds East 105.59 feet, and
- 24) North 06 degrees 26 minutes 22 seconds East 228.49 feet, to the shoreline of West River; thence leaving said cove and running with the shoreline of West River,
- 25) North 40 degrees 01 minutes 31 seconds East 117.17 feet,
- 26) North 78 degrees 15 minutes 55 seconds East 227.20 feet,
- 27) North 83 degrees 15 minutes 27 seconds East 106.13 feet, and
- 28) South 58 degrees 33 minutes 50 seconds East 74.98 feet; thence crossing the stream,
- 29) South 80 degrees 05 minutes 21 seconds East 140.40 feet, to an iron pipe found at a marsh at the end of the North 07 degrees 17 minutes East 1354.22 foot line described in said conveyance by Hannah Bussey, et.al., to Worth B. Daniels and wife; thence running reversely with lines of said conveyance now surveyed with meridian on the Anne Arundel County Grid,
- 30) South 00 degrees 16 minutes 39 seconds East 1349.88 feet, to a small boundary stone found at a bend in the farm road, in Chalk Point to Norman's Retreat and identified with the letter B on the plat filed with said deed recorded among the Land Records of Anne Arundel County, in Liber GTC 1005, folio 288; thence leaving the outline of the first parcel described in said conveyance by Hannah Bussey to C. Worth Daniels and running with the easternmost line of the second parcel and with the westernmost side of said farm road,
- 31) South 04 degrees 09 minutes 10 seconds West 665.93 feet, to an iron pipe there found at a bend in said farm road as it goes eastward to the Chalk Point County Road, thence leaving said farm road and running with the westernmost line of conveyance by Elizabeth J. Kirchner, a widow, et.al., to Harold J. Katski and wife by deed dated August 4, 1933 and recorded among the Land Records of Anne Arundel County, Maryland in Liber FSR 113, folio 156.
- 32) South 01 degrees 43 minutes 10 seconds West 432.10 feet, to an iron pipe there found; thence leaving said conveyance to Katski and running with an old wire fence,

- 33) South 01 degrees 30 minutes 27 seconds West 907.42 feet, to a boundary stone there found identified by the letter A on said plat; thence running with the southernmost line of parcels 1 and 2 and the northernmost line of the two conveyances to Walter M. Bauman and wife; the first by William B. Cossaboon and wife by deed dated February 23, 1954, and recorded among the Land Records in Anne Arundel County, in Liber JMH 814, folio 418, and known as Oakland and the second by Malcolm A. Robinson and wife by deed dated August 24, 1955 and recorded among the Land Records of Anne Arundel County, in Liber JMH 981, folio 413,
- 34) South 06 degrees 19 minutes 05 seconds West 920.86 feet to a boundary stone there found; thence leaving said conveyance to Bauman and running reversely with the South 04 degrees 53 minutes 11 seconds East 1946.52 foot line described in the conveyance by W. Taylor Leatherbury et al., to Ronald G. Miller and wife by deed dated August 16, 1965 and recorded among the Land Records of Anne Arundel County, in Liber LNP 1892, folio 188, now the property of Erwin Cozier and wife, see Liber LNP 2015, folio 535, as now surveyed and with an old wire fence,
- 35) North 04 degrees 53 minutes 07 seconds West 1946.34 feet to a granite boundary stone there found on the south side of a farm road at the end of the first line as described in said conveyance by Hannah Bussey, et al., to Worth B. Daniels and running reversely with the first line of Norman's Creek Retreat conveyed by Queenie F. Bussey, et al., to Worth Bagley Daniels and wife,
- 36) North 01 degrees 16 minutes 40 seconds West 20.63 feet, to the beginning of said conveyance; thence running reversely with part of the closing line,
- 37) South 87 degrees 29 minutes 53 seconds West 145.09 feet, to an iron pipe in a 24 foot right-of-way from Norman's Creek Retreat through part of the Sudley Farm to the Muddy Creek State Road; thence leaving said conveyance by Queenie Bussey, et al., to Worth B. Daniels and running with said road and with the first mentioned conveyance by W. Taylor Leatherbury, et al., to Worth B. Daniels and wife, as now surveyed, and still with said conveyance by Leatherbury to Miller,
- 38) South 00 degrees 15 minutes 07 seconds West 107.30 feet, to an iron pipe there found,
- 39) South 33 degrees 52 minutes 10 seconds West 250.53 feet, to an iron pipe there found,
- 40) South 43 degrees 29 minutes 55 seconds West 112.26 feet, to an iron pipe there found,
- 41) South 48 degrees 52 minutes 01 seconds West 1110.44 feet, to an iron pipe there found,
- 42) South 37 degrees 48 minutes 32 seconds West 373.31 feet, to an iron pipe there found,
- 43) South 49 degrees 24 minutes 09 seconds West 170.12 feet, to an iron pipe there found,
- 44) South 39 degrees 18 minutes 47 seconds West 906.52 feet, to an iron pipe there found,
- 45) South 82 degrees 36 minutes 33 seconds West 195.88 feet, to an iron pipe there found,
- 46) North 88 degrees 26 minutes 45 seconds West 105.07 feet, to an iron pipe there found,
- 47) North 88 degrees 13 minutes 55 seconds West 25.03 feet, to an iron pipe there found on the northeasternmost side of Muddy Creek State Road, Maryland Route 455; thence leaving said 24 foot right-of-way and running with said side of the State Road,
- 48) North 40 degrees 09 minutes 15 seconds West 25.90 feet, to the place of beginning.

Containing in all 124.067 acres, more or less.

SAVING AND EXCEPTING, THEREFROM, HOWEVER, the use of a forty foot right-of-way containing 9,740 square feet, more or less, through part of the land herein conveyed from the 25 acre parcel conveyed by Norman's Creek Limited Partnership to Ralph P. Turner and Mary Diane Turner dated

September 21, 1979 and recorded in Liber W.G.L. 3247, folio 150, said right-of-way being more fully described by metes and bounds by a deed of easement dated January 7, 1980 from Norman's Creek Limited Partnership to Ralph P. Turner and Mary Diane Turner, his wife, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3279, folio 63.

BEING a part of that land conveyed by Ralph P. Turner and Mary Diane Turner to Norman's Creek Limited Partnership recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, folio 527. (See also Confirmatory Deed dated June 26, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3101, folio 815.)

PARCEL NO. 2:

BEGINNING for the same at an iron pipe found on the westernmost side of Chalk Point County Road at the end of the first line described in the conveyance from Elizabeth Kirchner, et. al., to Harold J. Katski and wife by deed dated August 4, 1933, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. 113, folio 156; thence leaving said beginning point so fixed and said County Road and running with the southernmost side of a roadway now in use and the second line of said conveyance to Katski,

- 1) North 84 degrees 30 minutes 34 seconds West 640.76 feet, to an iron pipe there found; thence running reversely with part of the South 04 degrees 09 minutes 10 seconds West 665.93 foot line of the previously described 124.067 acre tract,
- 2) North 04 degrees 09 minutes 10 seconds East 19.60 feet; thence leaving said 124.067 acre tract and running with the northernmost side of said road as now in use,
- 3) South 84 degrees 30 minutes 34 seconds East 640.11 feet, to the westernmost side of Chalk Point County Road; thence leaving said northernmost side of said road and running,
- 4) South 02 degrees 14 minutes 57 seconds West 19.65 feet, to the point of beginning.

Containing in all 0.26 acres of land, more or less.

BEING all that parcel of land secondly described in the conveyance by Ralph P. Turner and Mary Diane Turner to Norman's Creek Limited Partnership recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, folio 527. (See also Confirmatory Deed dated June 26, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3101, folio 815.)

PARCEL NO. 3

BEGINNING for the same at a point on the west side of Chalk Point Road, said point marking the end of the South 84 degrees 30 minutes 34 seconds East 640.76 foot line on the plat dated February 1978 and titled "Survey of Part of Sudley Farm, Dr. Daniels' Property", as prepared by Edward Hall, III, and Assoc., thence leaving said point of beginning so fixed and running with and binding along the side of said road, (1) South 02 degrees 14 minutes 57 seconds West 73.73 feet to a point; thence with said road and running through part of conveyance from Walter M. Bauman and Vivienne E. Bauman to Clarence Leo Miller and Margaret Louise Miller, by deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 1671, folio 348, as now surveyed; (2) North 41 degrees 07 minutes 48 seconds West 34.34 feet; (3) North 84 degrees 30 minutes 34 seconds West 616.67 feet, to intersect the South 01 degrees 43 minutes 10 seconds West 432.10 foot line of the aforementioned plat; thence running with and binding along part of said plat; (4) North 01 degrees 43 minutes 10 seconds East 50.11 feet; (5) South 84 degrees 30 minutes 34 seconds East 640.76 feet, to the point of beginning. Containing in all .741 acres of land,

more or less.

PARCEL NO. 4

ALL right, title and interest of the Grantors in and to the bed of a 19.60 foot private road running adjacent to and along the entire length of the 0.741 acre parcel for 640.4 feet as shown on the plat showing 50 foot wide strip of land from Clarence Leo Miller prepared by Anarex, Inc., in March 1978.

BEING Parcels Nos. 1 and 2 described in a deed from Ralph Turner to Norman's Creek Limited Partnership dated April 7, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3069, folio 17. (Parcel No. 4 being substantially the same parcel of land described herein as Parcel No. 2.)

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Party of the second part, his heirs and assigns, in fee simple. The following described three parcels of ground which are part of Parcel No. 1 hereinabove described are subject to restrictions contained in a Deed of Easement between Josephine Daniels and the Maryland Historical Trust dated September 19, 1979 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3247, folio 120:

PARCEL ONE:

BEGINNING for the same at a point on the south shore of the West River, said point being South 89 degrees 54 minutes 14 seconds East 79.92 feet from the beginning of the twenty-fourth or South 89 degrees 54 minutes 14 seconds East 129.92 feet line of the conveyance from Ralph P. Turner and Mary Diane Turner to Norman's Creek Limited Partnership, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, folio 527; thence leaving said point of beginning so fixed and running with and binding along the south shore of the West River as described in said conveyance;

- 1) South 89 degrees 54 minutes 14 seconds East 50.00 feet,
- 2) South 10 degrees 45 minutes 59 seconds East 182.67 feet; thence leaving said shore and running for new lines of division,
- 3) North 67 degrees 44 minutes 49 seconds West 35.70 feet, and
- 4) North 17 degrees 06 minutes 13 seconds West 173.70 feet, to the point of beginning.

Containing in all 0.158 acres of land, more or less.

PARCEL TWO:

BEGINNING for the same at a point on the south shore of the West River said point marking the beginning on the twenty seventh or North 03 degrees 17 minutes 42 seconds West 303.44 feet line of the conveyance from Ralph P. Turner and Mary Diane Turner to Norman's Creek Limited Partnership, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, Folio 527; thence leaving said point of beginning so fixed and running with and binding along the south shore of West River as described in said conveyance,

- 1) South 03 degrees 17 minutes 42 seconds East 303.44 feet,
- 2) South 88 degrees 48 minutes 19 seconds East 69.81 feet,
- 3) North 54 degrees 25 minutes 12 seconds East 91.35 feet,
- 4) North 22 degrees 54 minutes 53 seconds East 63.52 feet,
- 5) North 40 degrees 21 minutes 25 seconds East 48.80 feet; thence leaving said shore and running for new lines of division,
- 6) Due South 100.02 feet,
- 7) South 10 degrees 37 minutes 11 seconds West 162.79 feet,
- 8) South 03 degrees 00 minutes 46 seconds East 190.26 feet,
- 9) Due South 280.00 feet,
- 10) Due West 40.00 feet,
- 11) Due North 20.00 feet,
- 12) North 32 degrees 00 minutes 19 seconds West 94.34 feet,
- 13) North 13 degrees 37 minutes 37 seconds West 169.78 feet,
- 14) North 83 degrees 39 minutes 35 seconds West 90.55 feet,
- 15) North 06 degrees 42 minutes 35 seconds West 85.59 feet,
- 16) Due North 160.00 feet,
- 17) North 14 degrees 02 minutes 10 seconds East 103.08 feet,
- 18) North 01 degrees 32 minutes 21 seconds East 265.66 feet, to the point of beginning.

Containing in all 2.446 acres of land, more or less.

PARCEL THREE:

BEGINNING for the same at a point on the south shore of the West River, said point being North 67 degrees 22 minutes 32 seconds East 157.16 feet from the beginning of the twenty-third or North 67 degrees 22 minutes 32 seconds East 243.59 foot line of the conveyance from Ralph P. Turner and Mary Diane Turner to Norman's Creek Limited Partnership, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3066, Folio 527; thence leaving said point of beginning so fixed and running with and binding along the south shore of West River as described in said conveyance,

- 1) North 67 degrees 22 minutes 32 seconds East 86.43 feet,
- 2) South 89 degrees 54 minutes 14 seconds East 79.92 feet; thence leaving said shore and running for new lines of division,
- 3) South 17 degrees 06 minutes 13 seconds East 173.70 feet,
- 4) South 67 degrees 44 minutes 49 seconds East 35.70 feet, to intersect the aforementioned shore; thence running with and binding along said shore,
- 5) South 52 degrees 53 minutes 51 seconds East 67.83 feet; thence leaving said shore,
- 6) South 01 degrees 32 minutes 21 seconds West 265.66 feet,
- 7) South 14 degrees 02 minutes 10 seconds West 103.08 feet,
- 8) Due South 160.00 feet,
- 9) South 06 degrees 42 minutes 35 seconds East 85.59 feet,
- 10) South 83 degrees 39 minutes 35 seconds East 90.55 feet,

- 11) South 13 degrees 37 minutes 37 seconds East 169.78 feet,
- 12) South 32 degrees 00 minutes 19 seconds East 94.34 feet,
- 13) Due South 60.00 feet,
- 14) North 53 degrees 36 minutes 56 seconds West 236.01 feet,
- 15) South 84 degrees 36 minutes 54 seconds West 36.38 feet,
- 16) South 10 degrees 55 minutes 45 seconds East 150.00 feet,
- 17) Northwesterly 44.55 feet along the arc of a curve deflecting to the left and having a radius of 56.00 feet and subtended by a chord of North 78 degrees 09 minutes 13 seconds West 43.39 feet, and
- 18) North 10 degrees 56 minutes 45 seconds West 1001.34 feet, to the point of beginning.

Containing in all 4.767 acres of land, more or less.

Mail to Katz et al.

271013

| | | |
|--|--|--|
| 4. <input type="checkbox"/> Filled for record in the real estate records. | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. | 6. No. of Additional Sheets Presented: 1 |
| 1. Debtor(s) (Last Name, First) and address(es): Summit Airlines, Inc. Scott Plaza 2 Philadelphia, PA 19113 | 2. Secured Party(ies) and address(es): Stephen M. Richmond Kaye, Fialkow, Richmond & Rothstein 60 State Street Boston, MA 02109 | 3. For Filing Office (Date, Time, Number, and Filing Office): RECORD FEE 11.00 POSTAGE .50 |

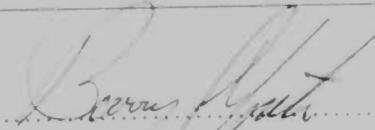
7. This financing statement covers the following types (or items) of property:

A continuing security interest in all accounts, chattel paper, general intangibles, inventory, machinery, equipment and other goods (as defined in the Uniform Commercial Code), including but not limited to those items set forth on the attached Schedule A.

#062570 0345 004 T11121

02/29/88

Products of Collateral are also covered.

| | | |
|--|---|--|
| Whichever is Applicable (See Instruction Number 9) |  Barry S. Lufin, Chairman Chairman Signature(s) of Debtor (Or Assignee) |  Stephen M. Richmond, Trustee Signature(s) of Secured Party (Or Assignee) |
|--|---|--|

523 398-A

Uniform Commercial Code Financing Statement (Continued)
Page Two

DEBTOR:

Summit Airlines, Inc.
Scott Plaza 2
Philadelphia, PA 19113

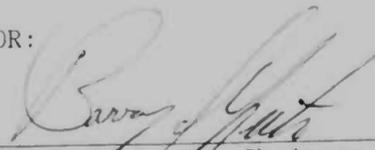
SECURED PARTY:

Stephen M. Richmond, Trustee
Kaye, Fialkow, Richmond & Rothstein
Sixty State Street
Boston, MA 02109

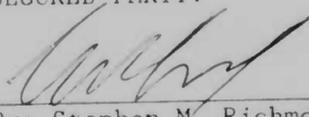
SCHEDULE A

All accounts, contract rights, chattel paper, general intangibles, choses in action, documents and instruments; all obligations owing to Debtor; all of the Debtor's goodwill, trade secrets, computer programs, customer lists, trade names, trademarks and patents; all tax refunds to which Debtor may be or become entitled; all of Debtor's books of account of every kind and nature, including, without limitation, all electronically recorded data relating to Debtor or its business; all inventory, including raw materials, work in process and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, wherever located, whether now existing or hereafter arising, now or hereafter received by or belonging to Debtor, and in the proceeds or products thereof; all of Debtor's machinery, furniture, trade fixtures, motor vehicles, equipment and all other goods (exclusive of inventory) used in connection with or in the conduct of Debtor's business. All Convair 580 aircraft together with all avionics, instruments, equipment, apparatus, parts, appurtenances, or accessories, of whatever description, which are used, or are capable of being or intended to be used, in the navigation, operation, or control of the aircraft in flight; including parachutes and including communication equipment and any other mechanism or mechanisms installed in or attached to the aircraft during flight, whether now owned or hereafter acquired, with all replacements, additions, substitutions, accessions and proceeds thereof. Also, all log books, airworthiness certificates and all other documents, records and materials related to maintenance and operation. The security interest and/or lien hereby granted relates to all of the foregoing types of collateral whether now owned or hereafter acquired or arising. The claim of proceeds shall not be construed to be a consent to the disposition of any of the foregoing collateral, except for sales of inventory in the ordinary course of business.

DEBTOR:


By: Barry S. Lutin, Chairman

SECURED PARTY:


By: Stephen M. Richmond, Trustee

TO BE RECORDED AMONG THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

BOOK 523 PAGE 399

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496

Page No. 7

Identification No. 260829

Dated March 17, 1986

1. Debtor(s) { E.H.M. Commons II Limited Partnership
Name or Names—Print or Type
P. O. Box 125, Glen Arm, Maryland 21057
Address—Street No., City - County State Zip Code

2. Secured Party { NCNB National Bank of North Carolina
Name or Names—Print or Type
101 North Tryon Street, Charlotte, N.C. 28280
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50

| | |
|---|--|
| <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: See attached</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

Schedule B, Property is located on Real Estate Described on attached Schedule A.

Assignee: State Mutual Life Assurance
Company of America
440 Lincoln Street
Worcester, Massachusetts 01605-1959
Attention: Investment Management Department

Dated: 2/24/88

NCNB National Bank of North Carolina
Name of Secured Party

By: Richard C. Pratt
Signature of Secured Party

Richard C. Pratt, Asst VP
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

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

James A. Cole, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
Two Hopkins Plaza
Baltimore, Maryland 21201

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

BOOK 523 PAGE 400

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): E.H.M. Commons II Limited Partnership Name or Names—Print or Type 7240 Parkway Dr., Suite 180, Hanover, MD 21076 Address—Street No., City - County State Zip Code

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

2. Secured Party: State Mutual Life Assurance Company of America Name or Names—Print or Type 440 Lincoln Street, Worcester, Mass. 01605-1959 Address—Street No., City - County State Zip Code Attn: Investment Management Department

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

See Exhibit A Attached Hereto

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

See Exhibit B Attached Hereto

5. If collateral is crops, describe real estate.

Not Applicable

6. Proceeds of collateral X are are not covered.

7. Products of collateral X are are not covered.

RECORD FEE 15.00 POSTAGE .50 #062610 0345 R04 T11128 02/27/83

DEBTOR(S): E.H.M. Commons II Limited Partnership By: Emory Holdings Limited Partnership its authorized General Partner

By: R. Clayton Emory, General Partner (Signature of Debtor) (Signature of Secured Party) (Type or Print) (Company, if applicable) (Type or Print) (Include title of Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: Name and Address Lucas Bros. Form F-1 James A. Cole, Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, Two Hopkins Plaza, 16th Floor, Baltimore, Maryland 21201

1500

EXHIBIT A

Description of Fixtures, Personal Property

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

(b) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Grantor, as lessor, for or in connection with the lease or sublease of the premises hereinbefore described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinbefore described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinbefore described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

EXHIBIT B

Description of Real Property

Beginning for the same on the north side of Charwood Road, 80 feet wide, at the point designated ① as shown on the plat entitled "Block "K" Parcel "A", Baltimore Commons Business Park, Phase III", dated June 20, 1984, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4931 in Book 95, Page 6; thence from said place of beginning, binding on the northernmost side of said Charwood Road, as shown on the plat entitled "Phase II, Section IIB, Block "I" Parcel "A", Baltimore Commons Business Park", dated February 9, 1981, recorded among said Plat Records as Plat No. 4140 in Book 79, Page 15, 1) westerly by a curve to the right having a radius of 530.00 feet for the distance of 172.93 feet, said curve being subtended by a chord bearing North 85° 19' 28" West 172.16 feet to the point designated ⑥ as shown on said last mentioned Plat No. 4140, thence continuing to bind on the northernmost side of said Road, for a part of the distance as shown on Plat No. 4140 and for a part of the distance as shown on the plat entitled "Block "I", Parcel "B", Baltimore Commons Business Park", dated February 9, 1984, recorded among the aforementioned Plat Records as Plat No. 4805 in Book 92, Page 30, in all, 2) North 75° 58' 38" West 776.10 feet to the cut-off leading to the easterly side of the Proposed New Ridge Road, 80 feet wide, thence leaving said Charwood Road, running for lines of division through that parcel of land described in a deed dated December 30, 1980 from Aetna Diversified Properties, Inc. to Botaba Realty Company, a Texas general partnership doing business as Transcontinental Properties and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376 folio 875, the four following lines; binding on said cut-off, 3) North 30° 41' 33" West 63.95 feet to the easterly side of said Proposed New Ridge Road, thence binding thereon the two following lines, 4) northeasterly by a curve to the right having a radius of 1392.39 feet for the distance of 391.76 feet, said curve being subtended by a chord bearing North 22° 39' 08" East 390.47 feet and 5) North 30° 42' 45" East 23.76 feet, thence leaving said Proposed New Ridge Road, 6) South 75° 58' 38" East 707.94 feet to intersect the North 13° 01' 18" West 783.82 foot line as shown on the first herein mentioned Plat No. 4931, thence binding on a part of said line, reversing the bearing as shown on said Plat, 7) South 13° 01' 18" East 478.63 feet to the place of beginning.

Containing 9.000 Acres of land more or less.

Subject to part of a 10 Foot Utility Easement adjacent to part of the last line of the herein described parcel, and as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3880 folio 886.

Being all of that land described as Block K, Parcel B, as shown on the Plat entitled "Baltimore Commons Business Park, Phase III, Section II" dated August 21, 1985 and recorded among the Land Records of Anne Arundel County, Maryland, as Plat No. 5178, Book 100, Page 3.

523 PAGE 403

271005

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any): 1/27/00
For Filing Officer (Date, Time, Number, and Filing Office):

1. Debtor(s) (Last Name First) and address(es)
Dave's Boat Trailer Sales, Inc.
434 Crain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
BOMBARDIER CREDIT, INC.
East Main Street Road
Malone, New York 12953

RECORD FEE 11.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property:
All of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by

Landau Manufacturing Co., Inc.,

5. Assignee(s) of Secured Party and Address(es): 03/29/00

the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the debtor of whatever kind or nature wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

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 Cty Clerk of Circuit Court NOT SUBJECT TO RECORDATION TAX

Dave's Boat Trailer Sales, Inc.

Bombardier Credit, 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.

271606

BOOK 523 PAGE 404

| | | | | |
|---|-------------------------------|--|------|---|
| 1. State Billing Account # | No. of additional sheets 1 | Liber | Page | For Filing Officer (Date, Time, Number, and Filing Office) |
| 2. Debtor(s) (Last Name First) and address(es) CMI CORPORATION 2600 Telegraph Road Bloomfield Hills, MI 48013 Sec. Sec. No. _____ Fed. I. D. No. _____ | | 3. Secured Party(ies) and address(es) THE CIT GROUP/EQUIPMENT FINANCING, INC. 600 Penton Plaza Cleveland, OH 44114 | | Do Not Use This Box |
| 4. Name and address(es) of assignee(s) (if any) | | CHECK <input checked="" type="checkbox"/> if applicable | | RECORD FEE 11.00 |
| | | 5 <input type="checkbox"/> Products of collateral are also covered | | RECORD TAX 10.00 |
| | | 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction. | | POSTAGE .50 |
| | | | | CNTY:MD Schedule No. 28 |

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

SEE ATTACHED. SCHEDULE A ANNEXED TO AND MADE A PART HEREOF

AMOUNT OF INDEBTEDNESS: \$10,000.00

RECORDATION TAX IN THE AMOUNT OF \$70.00 IS BEING PAID IN ANNE ARUNDEL COUNTY, MARYLAND.

CMI CORPORATION

STEVEN RUFF, ASSISTANT SECRETARY

Signature(s) of Debtor(s)

SECRETARY OF STATE COPY

THE CIT GROUP/EQUIPMENT FINANCING, INC.

(Elaine Brogowicz)

by Elaine Brogowicz
Signature of Secured Party or Assignee of Record

16050

SCHEDULE A

Annexed to and made a part of a Financing Statement between CMI Corporation, Debtor,
and The CIT Group/Equipment Financing, Inc., Secured Party.

BOOK 523 PAGE 405

- (1) Equipment Schedule No. 28, dated September 9, 1987, and, to the extent incorporated thereby, the Master Lease, dated as of July 15, 1986, both between CMI Corporation, as Lessor, and Dean Witter Reynolds Inc., as Lessee, together with all rent and other payments (except tax or other indemnification amounts) due and to become due thereunder; and
- (2) The following described telecommunication equipment, together with all replacements thereto:

| <u>Quantity</u> | <u>Mfgr.</u> | <u>Model/Feature</u> | <u>Description</u> | <u>Serial Number</u> |
|-----------------|--------------|----------------------|--------------------|----------------------|
| (1) | Interline | 1A2 | Key System | NONE |

Equipment Location: 410 Severn Avenue
Annapolis City Marina
Annapolis, MD 21403

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) THE MEYERCORD CO. 365 E. North Avenue Carol Stream, IL 60187 | 2. Secured Party(ies) and address(es) THE PHILA. SAVINGS FUND SOCIETY 1234 Market Street Philadelphia, PA 19107 Attn: Commercial Banking | 3. Maturity date (if any) N/A For Filing Officer (Date, Time and Filing) RECORD FEE 10.00 POSTAGE .30 MAY 23 1986 |
|--|--|---|

4. This statement refers to original Financing Statement bearing File No. 21315 497-181
Filed with Ann Arundel Cty Clerk, MD Date Filed 4/22/86 1986

- 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. Release: See Exhibit "A".

No. of additional Sheets presented 1

| | |
|---|--|
| THE MEYERCORD CO. By: <u>[Signature]</u> Vice President Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). | MERITOR SAVINGS BANK, FORMERLY KNOWN AS THE PHILA. SAVINGS FUND SOCIETY By: <u>[Signature]</u> Signature(s) of Secured Party(ies) |
|---|--|

STANDARD FORM - FORM UCC-3
1050

747-10 11/16/87

BOOK 523 PAGE 407

RE: Financing Statement

DEBTOR: The Meyercord Co., formerly known as GGA Corporation

SECURED PARTY: Meritor Savings Bank, formerly known as
The Philadelphia Savings Fund Society

- (1) The Secured Party has released its security interest in certain of the Collateral set forth in the original Financing Statement; the Secured Party retains its interest in the following Collateral:
- (i) all Leases in which the Debtor is lessor and which cover machines described as Cigarette Stamping Equipment or Case Cutter/Case Packer, or any combination thereof;
 - (ii) all machinery or equipment covered by any Lease described in (i) above;
 - (iii) a \$1,000,000 interest-bearing Certificate of Deposit issued by the Secured Party;
 - (iv) a Cash Collateral Account established pursuant to a Loan and Security Agreement between the Debtor and the Secured Party dated November 18, 1987;
 - (v) all records of any nature pertaining to any of the foregoing; and
 - (vi) all proceeds of the foregoing, including the proceeds of insurance thereon, and all products thereof.

Exhibit A to
Form UCC-3

1. Submit with unperfected carbon paper to the filing officer.
2. Indicate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8 1/2" x 11". Only one copy of such additional sheets need be presented.
3. To become fixtures, describe generally the real estate and give name of record owner.
4. Third copy as an acknowledgement.

| | | |
|--|--|--|
| 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) THE MEYERCORD CO. 365 E. North Avenue Carol Stream, IL 60187 | 2. Secured Party(ies) and address(es) THE PHILA. SAVINGS FUND SOCIETY 1234 Market Street Phila., PA 19107 Attn: Commercial Banking | For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 MAY 20 0345 PM '86 |

4. This statement refers to original Financing Statement bearing File No. 21315 497-181
 Filed with Ann Arundel Cty Clerk, MD Date Filed 4/22/86 1986

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. Amendment: The name of the secured party has been changed to "Meritor Savings Bank" and the original financing statement is amended accordingly.

| | | |
|-------------------|--|---|
| THE MEYERCORD CO. | By: <u>[Signature]</u> Vice President Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). | No. of additional Sheets presented: 0 MERITOR SAVINGS BANK, FORMERLY KNOWN AS THE PHILA. SAVINGS FUND SOCIETY By: <u>[Signature]</u> Signature(s) of Secured Party(ies) |
|-------------------|--|---|

(1) Filing Officer Copy - Alphabetical 1555 STANDARD FORM - FORM UCC-3

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 495 Page No. 112-113
 Identification No. 256611 Dated 4/30/85

1. Debtor(s) { Hardin-Ruber Inc.
 Name or Names—Print or Type
7800 Solley Road, Glen Burnie, A.A., Md. 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
 Name or Names—Print or Type
P.O. Box 871, Annapolis, A.A., Md. 21404
 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 10.00
 POSTAGE .30
 #062310 0345 1004 1111

06/29/85

AM

Dated: February 23, 1988 Maryland National Bank

Name of Secured Party
Jane C. Phillip
 Signature of Secured Party

Jane C. Phillips, Assistant Vice President
 Type or Print (Include Title if Company)

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 499 Page No. 247
Identification No. 2482111 Dated 2/23/88

1. Debtor(s) { Hardin-Huber Inc.
Name or Names—Print or Type
1230 Cronson Blvd., Crofton, A.A., Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
1712 West Street, Annapolis, A.A., Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p> |

RECORD FEE 10.00
POSTAGE .30
#062320 C345 R04 TELCO.
AH
02/23/88

Dated: February 23, 1988 Maryland National Bank
Name of Secured Party
Jane C. Phillips
Signature of Secured Party

Jane C. Phillips, Assistant Vice President
Type or Print (Include Title if Company)

1050



MARYLAND FINANCING STATEMENT

271853

BOOK 523 PAGE 411

(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 Coffee Delight, Inc.
326 Route 3 South (Name or Names) Millersville, Maryland 21108
(Address)

LESSEE CFSI, 2464
(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 RECORD FEE 11.00
of LESSOR 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Kaypro PC30 Computer w/Monochrome Monitor; One - Panasonic, 1092i, Printer;
One - Irwin 10Mb Tape Back-up (Internal); One - Peach Tree Accounting

10/23/80 11:30 AM 11/11/80
10/23/80
TH

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

LESSEE
Coffee Delight, Inc.
By: Robert M. Wright
Robert M. Wright (Title) President
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

1790

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

STATE OF MARYLAND

BOOK 523 PAGE 412

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 12/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. Dodd T/A Dodd Trucking & Leasing Co.
Address 1374 Lake Ave., Pasadena, MD 21122

2. SECURED PARTY

Name Associates Commercial Corp.
Address P.O. Box A, College Park, MD 20740

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

3. Maturity date of obligation (if any) December 30, 1992

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

1988 Duralite Van Body, 22' L X 84" H
Serial #211626
Attached to a 1987 Kenworth Mid-Ranger
13-210, Serial #91WST7G32HCO41941

Same and address of Secured Party: _____

DOCUMENT NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

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)

133691-3

John T. Dodd
(Signature of Debtor)
John T. Dodd
Type or Print Above Name on Above Line

Charles J. ...
(Signature of Secured Party)

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

KENWORTH OF BALTIMORE
Type or Print Above Signature on Above Line

1230

271852

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 Buba d/b/a/
Ice House Machine
7407 A Baltimore-Annapolis Blvd.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Cap-Co Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL. 60173

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

RECORD FEE 12.00
RECORDED 03/03/08 09:11:01
02/29/08

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

- 1 FG5000 Flywheel Grinder
- 1 810788 Cone Set
- 1 810790 Cone Set

Not subject to recordation tax/this is a conditional sales contract

5. Assignee(s) of Secured Party and Addressee(s)

Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173

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

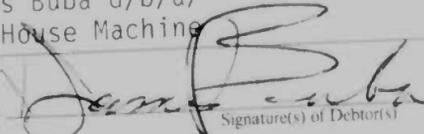
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

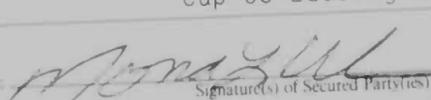
Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

James Buba d/b/a/
Ice House Machine

Cap-Co Leasing Company

By: 
Signature(s) of Debtor(s)

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

James Buba - Owner

Mona White - Asst. Treas.

STANDARD FORM - FORM UCC-1

FILING OFFICER COPY - ALPHABETICAL

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

FINANCING STATEMENT

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

Secured Party
NAME AVCO FINANCIAL SERVICES
ADDRESS PO BOX 635
CITY & STATE LANHAM MD 20706

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

DEBTOR(S) (AND ADDRESSES)
RUTH HORN

DATE OF THIS FINANCING STATEMENT
02-23-88

1639 HOME WOOD WAY

ACCOUNT NO. 412600687 TAB 9669

ANNAPOLIS MD

21401

Filed with ANNE ARUNDEL CTY

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

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|--------------|-----------|--------------------|-------------------------|--------------|-------------|
| <u>86</u> | <u>MAZDA</u> | <u>25</u> | | <u>JM1GC221161811R2</u> | | <u>4</u> |

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
#067280 0345 204 111401
02/29/88
411

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 \$ 1975.20

BY [Signature] (SECURED PARTY) TITLE _____
Ruth Horn DEBTOR
BY _____ DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1255 (5-81)

15 -
14 -
- 50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

271050

DATE: February 19, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Image Creators, Inc.
474-C Ritchie Highway
Severna Park, Maryland 21146

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#042020 0345 004 110110
02/29/88
PH

DEBTOR(S):
Image Creators, Inc.
(Company Name)

BY: *Sylvia Sanders*

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Robert E. Mann*
(Authorized Signature)
Robert E. Mann
Commercial Loan Officer

(Type Name and Title)

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

11.50

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

3 MATURITY DATE (If Any) 04SEP85
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
OLMER
2871 HAMBURTON RD
RIVA
213805247 AA
EMILY A.
MD 21140

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. 35599
BK 489 PG 280
Filed with ANNE ARUNDEL MD Date Filed 04SEP85

- 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.

REGD. FEE 10.00
POSTAGE .39
#061760 C345 R04 T10901

10

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

Number of Additional Sheets Presented 10 FEB 85

DEERE CREDIT SERVICES INC.

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

By *[Signature]* Manager, Processing
Signature(s) of Secured Party(ies) MANAGER OF JOHN DEERE COMPANY

STANDARD FORM — FORM UCC 3

FILING OFFICER COPY — ALPHABETICAL

271307

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
2135 PARTNERSHIP
A Maryland General Partnership

Address:
c/o Mr. James C. Robinson
2131 Defense Highway
Crofton, Maryland 21114

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORDING FEE 17.00
POSTAGE .50
TOTAL FEE 17.50
12/21/88

3. This Financing Statement covers:

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

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

17-50



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 construction of a third commercial office/retail building on the subject premises or any business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust Note in the amount of \$850,000.00 executed even date herewith between the Secured Party and the Debtor to be secured by the Second Leasehold Deed of Trust of February 27, 1987, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4303 Folio 340, and the Modification of Second Leasehold Deed of Trust and Modification of Consolidation of Deeds of Trust and Modification Agreement of even date 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: 2135 PARTNERSHIP
A Maryland General Partnership

BY: James C. Robinson (SEAL)
James C. Robinson
General Partner

BY: Mary J. Robinson (SEAL)
Mary J. Robinson
General Partner

BY: Paul E. Penoyer (SEAL)
Paul E. Penoyer
General Partner

BY: Suzanne Penoyer (SEAL)
Suzanne Penoyer
General Partner

Dated: Feb. 24, 1988

MR. CLERK:

Please return to:

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

S40994ms.fin

EXHIBIT "A"

DESCRIPTION OF 2.58 ACRES +
SOUTH SIDE DEFENSE HIGHWAY
CROFTON
2ND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the south side of Defense Highway (40 foot right-of-way); said point of beginning being further located in the first or South 84° 50' East 304.37 foot line of a conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497; said point of beginning being further located at the end of the North 05° 10' 00" East 277.50 foot line of a minor subdivision plat of Lot 1 of the Otis D. Murphy property recorded among the Land Records of Anne Arundel County, Maryland in Liber 3697 Folio 457;

THENCE from said point of beginning so fixed and with said line, reversely, leaving Defense Highway South 05° 10' 00" West 277.50 feet to a point;

THENCE still with part of said Lot 1, South 84° 50' 00" East 135.0 feet to a point;

THENCE leaving said Lot 1 and running with the outline of aforesaid Deed 1409/497 South 05° 10' 00" West 172.50 feet to a point;

THENCE North 84° 10' 00" West 365.08 feet to a point;

THENCE North 12° 55' 00" East 450.00 feet to a point in the south side of the aforementioned Defense Highway;

THENCE with part of said highway South 84° 50' 00" East 169.37 feet to the point of beginning;

CONTAINING 2.58 acres + according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in May 1986 without benefit of a field survey;

BEING part of the aforementioned conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497.

STATE OF MARYLAND
FINANCING STATEMENT BOOK 523 PAGE 420 271973
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. <i>Not required</i> | If this statement is to be recorded in land records check here. <input type="checkbox"/> |
|---|--|

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

1. DEBTOR

Name Chesapeake and Potomac Telephone Company of Maryland
 Address 13100 Columbia Pike, Silver Spring, Maryland

2. SECURED PARTY

Name MetLife Capital Credit Corporation
 Address Ten Stamford Forum, P.O. Box 601, Stamford, CT 06904

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)

Approximately 660 Vehicles consisting of Chevrolet Cavaliers, Celebrities, Astro Vans, Pickup Trucks and Blazers and all additions, accessories and attachments thereto under a Master Equipment Lease Agreement dated November 10, 1987.

| | |
|------------------------------|-------------------------|
| Name and address of assignee | RECORD FEE 11.00 |
| | POSTAGE .30 |
| | M043760 0345 004 110.01 |
| | 03/01/89 |

LEASE FILED FOR NOTICE PURPOSES ONLY

iled with: County Clerk, Ann Arundel County, Maryland

CHECK THE LINES WHICH APPLY

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

CL # 5193

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

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

CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF MARYLAND

R. Stouffely
 (Signature of Debtor)
R. Stouffely, MGR
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

Susan L. Kovacs
 (Signature of Secured Party) *11-50*
SUSAN L. KOVACS
 Type or Print Above Signature on Above Line

500 523 421

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): Sales, Inc. T/A Spa Health & Racquet Club, D.W.P. Corp. 156 Newtown Road, Suite A-6 Virginia Beach, VA 25462 | 2. Secured Party(ies) Name(s) And Address(es): United Virginia Bank P. O. Box 2600 Norfolk, VA 23501 |
|---|---|

3. (a) This statement refers to original Financing Statement bearing File No. 258507; Liber 489 Page 576
 Filed with Anne Arundel County Date Filed August 22, 1985
 (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

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.

5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9, have been assigned to the assignee whose name and address appear in item 9.

7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.

8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. First security interest in all accounts receivable, furniture, fixtures, and equipment now owned or hereafter acquired, including but not limited to all office furnishings, equipment and all exercise equipment of any type or nature located at 105 Annapolis Mall, Annapolis, Maryland 21401

10. Signatures: Crestar Bank, formerly United Virginia Bank

By _____ By Rufus Parks Secured Party(ies) Vice President

Debtor(s) (necessary only if item 7 is applicable) Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

FINANCING STATEMENT CHANGE

(1) Filing Office Copy - Homestead

For Filing OFFICER RECORD FEE 20.00

10-22-85

PRINT OR TYPE ALL INFORMATION

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

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

| | |
|--|---|
| <p>Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.</p> <p>Metric Modules Incorporated 836 Ritchie Highway #9 Severna Park, MD 21146</p> | <p>Check the box indicating the kind of statement. Check only one box.</p> <p><input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION</p> |
|--|---|

| | |
|---|--|
| <p>Name & address of Secured Party</p> <p>Mid-Atlantic Equipment Company 9107 Owens Drive Manassas Park, VA 22111</p> | <p>Name & address of Assignee</p> <p>Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288</p> |
|---|--|

| | |
|---|--|
| <p>Date of maturity if less than five years</p> | <p>Check if proceeds of collateral are covered (X)</p> |
|---|--|

Description of collateral covered by original financing statement

One Koehring Model 9038 Highlift SN/8B0485
 One GMC Model TJ8C042 Dump Truck SN/1GDM8C1Y3EV528735 w/10' Dump Body
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Describe Real Estate if applicable:

| | |
|--|--|
| <p>Metric Modules Incorporated</p> | <p>Mid-Atlantic Equipment Company</p> |
| <p>Signature of Debtor if applicable (Date)</p> <p><i>Quinn L. Lutz</i> 2-1-08</p> | <p>Signature of Secured Party if applicable (Date)</p> <p><i>Edward J. Seidler</i></p> |

271011

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 Crofton Automotive Inc.
Address 1047 Rt. 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa, 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- New J.D. 655 MFWD, Utility Tractor
S/N M00655 D435389
 - New J.D. 50" Midmower
S/N M02760X557392
 - New J.D. 51 Loader w/4 ft. bucket
S/N TY0051A001640
 - New J.D. 826 Snow Blower
S/N M00826X579493
- RECORD FEE 11.00
POSTAGE .30
M023650 0345 004 TOP45
03/31/01
M

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)

Crofton Automotive Inc.
(Signature of Debtor)

Crofton Automotive Inc.
Type or Print Above Name on Above Line

Paul Chapman
(Signature of Debtor)

Paul Chapman
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME and ADDRESS of DEBTOR:

C. CRAIG'S TRUCKING CO. INC.
7633 Spencer Road
Glen Burnie, Maryland 21061

2. NAME and ADDRESS of SECURED PARTY:

DEVELOPMENT CREDIT FUND, INC.
1925 Eutaw Place
Baltimore, Maryland 21217

3. This Financing Statement covers all:

Equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Lender, and all proceeds thereof in any form whatsoever.

Inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

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, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

Together with all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to such Collateral.

4. This transaction is NOT exempt from the recordation tax. Principal amount of the Debt is \$150,000.00.

DEBTOR:

C. CRAIG'S TRUCKING CO. INC.

BY: Carlton S. Craig Sr.
CARLTON S. CRAIG, SR., President

AFTER RECORDATION RETURN TO:

Development Credit Fund, Inc.
1925 Eutaw Place
Baltimore, Maryland 21217

RECORD FEE 11.00
POSTAGE 1.50
TOTAL 12.50

1/2

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 Feb. 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR File# _____ Liber# _____ Folio# _____

Name Woodstove Johnnys of Severna Park, Inc.

Address 407 Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

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

3. Maturity date of obligation (if any) _____

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

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

NOT SUBJECT TO RECORDATION TAX

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael Lanasa
(Signature of Debtor)

Michael Lanasa, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul W. Kittel
(Signature of Secured Party)

Paul W. Kittel, Board Mgr.
Type or Print Above Signature on Above Line

271011

BOOK 523 PAGE 426

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

| | | |
|--|---|--|
| 1. Debtor(s) (Last Name First) and address(es) Water Works, Inc. 1153 Rt 3 , North Gambrills, Md. 221054 | 2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 20005 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .30 5. Assignee(s) of Secured Party and Address(es) 0345 R04 110-11 03/01/01 41 |
| 4. This financing statement covers the following types (or items) of property: All inventory now owned and hereinafter acquired and all proceeds thereto. | | |

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, Maryland

By: *Joseph K. Williams*
Signature(s) of Debtor(s)

By: *John R. Galt*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

271015

BOOK 523 PAGE 427

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) Water Works, Inc. 1153 Rt. 3, North Gambrills, Md. 21054 | 2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Stret, N.W. Washington, D.C. 20005 | 4. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE \$1.00 5. Assignee(s) of Secured Party and Address(es) ROBERTO DINE ROS 11/10 03/01/03 |
|--|--|---|

4. This financing statement covers the following types (or items) of property:
Contech's Trillium 10-32 Phone System

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 Md.

By: *Joseph K. Selinus*
 Signature(s) of Debtor(s)

By: *Ejate A. Yats*
 Signature(s) of Secured Party(ies)

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

271016



MARYLAND NATIONAL BANK
We want you to grow.

11-50

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) Montgomery Abstract Associates, Inc. Address(es) 50 W. Montgomery Ave., P. O. Box 181
Rockville, Md. 20850
3 Church Street
Annapolis, Md. 21404
P. O. Box 238
Upper Marlboro, Md. 20772

6. Secured Party Maryland National Bank Address 250 Hungerford Drive
Rockville, Md. 20850
Attention Carole M. McDade

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.

Montgomery Abstract Associates, Inc.

By: Bayard H. Waterbury III (Seal) Secured Party Maryland National Bank
Bayard H. Waterbury III, President

Carole Meyer McDade (Seal)
Carole Meyer McDade, Branch Officer
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

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.

Christina Lockerman Garrett
Lot #78 Waysens 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 RECORD FEE 11.00
- ASSIGNMENT POSTAGE .25
- PARTIAL RELEASE OF COLLATERAL RECORD FEE 11.00
- TERMINATION RECORD FEE 11.00

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

ph

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1988 Nashua/Manorwood, 2 Br., serial #17681

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:

Christina Lockerman Garrett
Signature of Debtor if applicable (Date) 2-23-88

Kelly A. Blum 2/23/88
Signature of Secured Party if applicable (Date)

BOOK 523 PAGE 430

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)
Surgical Specialties
Instrument Co., Inc.
2124 Baldwin Ave.
Crofton, MD 21114

2 Secured Party(ies) and address(es)
Walter E. Heller & Company
Heller/Chandler Division
105 West Adams Street
Chicago, IL 60603

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

4 This statement refers to original Financing Statement No. 22431 Liber 433
Date filed: 1/12 19 81 Filed with Pg. 108 Dated Anne Arundel Cty., MD, 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.

RECORD FEE 10.00

POSTAGE .30

BOOKING COPY 104 110129

Walter E. Heller & Company 03/01/88

Signature of Debtor if an Amendment
Dated: 2-11 19 88

By: *W. E. Heller*
Signature(s) of Secured Party(ies)

1. FILING OFFICER COPY—ALPHABETICAL

UCC-3

10-50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269482

RECORDED IN LIBER 517 FOLIO 198 ON September 01, 1987 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
 2 Compromise Street - P.O. Box 168
 Address Annapolis, Maryland 21404

2. SECURED PARTY

Name Security Savings and Loan Association
 18 Northeast Avenue
 Address Vineland, New Jersey 08360
 (Hull #VKY44306H788)

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

3. Maturity date of obligation (if any) 2/19/88

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 XX (Indicate whether amendment, termination, etc)</p> |

RECORD FEE 10.00
 POSTAGE .50
 #024060 0345 004 11015
 03/01/88
 411

Dated February 19, 1988

Floyd Morris
 (Signature of Secured Party)
 Security Savings & Loan Association
 Floyd Morris
 Type or Print Above Name on Above Line

STATE OF MARYLAND

800 523 PAGE 432

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258809

RECORDED IN LIBER 490 FOLIO 434 ON October 8, 1987 (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 and Loan Association
18 Northeast Avenue
Address Vineland, New Jersey 08360
(All Viking Yachts)

POSTAGE .50

RECORD FEE 10.00

03/01

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

3. Maturity date of obligation (if any) 2/19/88

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 XX (Indicate whether amendment, termination, etc.)</p> |

Dated February 19, 1988

Floyd Morris
(Signature of Secured Party)
Security Savings & Loan Association
Floyd Morris
Type or Print Above Name on Above Line

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> |
| <u>James P. Graham, IV, T/A</u> | <u>THE FIRST NATIONAL BANK OF MARYLAND</u> |
| <u>Graham Landscape Architecture</u> <small>(Name)</small> | <u>Attn Nicholas P. Lambrow</u> <small>(Name of Loan Officer)</small> |
| <u>229 Prince George Street</u> <small>(Address)</small> | <u>18 West Street</u> <small>(Address)</small> |
| <u>Annapolis, Maryland 21401</u> | <u>Annapolis, Maryland 21401</u> |

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 .30
 BS-0850 (345) 004 (10)

(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> |
| _____ <small>(Seal)</small> | _____ <small>(Seal)</small> |
| <u>James P. Graham</u> <small>(Signature)</small> | <u>Marianne M. Graham</u> <small>(Signature)</small> |
| <u>James P. Graham, IV</u> <small>(Print or Type Name)</small> | <u>Marianne M. Graham</u> <small>(Print or Type Name)</small> |

271822

BOOK 523 PAGE 434

This FINANCING STATEMENT is presented to a Filing Office 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)
MC CRONE, INC.
20 Ridgely Avenue
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)
The Equipment Lease Exchange, Inc.
PO Box 14
Medford, NJ 08055

4 For Filing Office (Date, Time, No. Filing Office)
RECORD FEE 13.00
POSTAGE .50

5 This Financing Statement covers the following type(s) (or items) of property:
The equipment listed in Schedule A attached hereto and made a part hereof which is owned by Secured Party and subject to Lease #880490 between Debtor and Secured Party and all cash and non-cash proceeds thereof.

6 Assignments of Secured Party and Address(es)
Continental Bank
1535 Locust St., 3rd Flr.
Philadelphia, PA 19102

Products of the Collateral are also covered

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

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.
"NOT SUBJECT TO RECORDATION TAX"
CONDITIONAL SALES CONTRACT SIGNED

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By MC CRONE, INC. (Lessee)
Signature(s) of Debtor(s)

By THE EQUIPMENT LEASE EXCHANGE, INC. (Lessor)
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

13.50

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

(3/83)

All rents other sums due and to become due under the Lease of the following equipment dated January 1988 between The Equipment Lease Exchange, Inc. as Lessor and Schedule Pg. #1 of 2

_____ as Lessee, together with the following electronic data processing equipment and computer software covered by said Lease and proceeds of insurance policies covering such equipment; which equipment does not constitute fixtures:

Location of Equipment: 20 Ridgely Avenue, Annapolis, MD 21401

| <u>MODEL/ FEATURE</u> | <u>ITEM OF EQUIPMENT</u> | <u>SERIAL NUMBER</u> |
|---|------------------------------|--------------------------|
| Manufacturer: Blazie Engineering, Hewlett Packard | | |
| 1 | HP-1000F | Series Computer |
| 1 | HP-2645 | Console |
| 1 | HP-2635 | Printer |
| 1 | HP-7970B | Tape Drive |
| 1 | 600 LPM | Data Products Printer |
| 1 | HP-7912P | Disk Drive |
| 1 | 1000-11 92081 | Hewlett Packard IMAGE |
| 1 | 33440A | Laserjet II |
| 1 | | ABL Cable (Custom) |
| 1 | 68340F | Lotus 1-2-3 |
| 1 | 88500A | Disc/Tape Interface |
| 1 | HL MT-86/P | Parallel Printer |

| <u>MODEL/ FEATURE</u> | <u>Schedule</u> | <u>ITEM OF EQUIPMENT</u> |
|---------------------------|-----------------|------------------------------|
| 1 | INTEL 1 MB AB | 1 Mb Above Board |
| 4 | INTEL CHIPS | Ram Chips |
| 1 | LIF IBM | LIF IBM |
| 1 | LOTUS RPT | Report Writer |

271003

BOOK 523 PAGE 437

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

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

2. Secured Party(ies)

Address(es) And Name(s):

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

Charles A. Pastrano & Sons, Inc.
11 Elliott Road
Aranold, Maryland 21784

John C. Louis Co., Inc.
185 Cherry Hill Road
Baltimore, MD 21220

RECORD FEE 12.00

PURCHASE .50

4/15/88 11:15 AM

4/15/88

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

(1) 16' Motor Bobcat Model #942 S/N 21542
60" Bucket w/ Teeth, Flotation Tires

This transaction is not subject to recordation tax.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

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

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

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

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

8. Signatures:

Charles A. Pastrano & Sons, Inc.

John C. Louis Company, Inc.

By

Ronald Pastrano
RONALD PASTRANO

Debtor(s) [or Assignor(2)]

By

William S. Davison
William S. Davison

Secured Party(ies) [or Assignee(s)]

President

1250 (2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT

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

FORM UCC

1

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 523 PAGE 438
Identifying File No. 211501

11-51

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Charles R. Thompson, Sr., and Sharon L. Thompson
Address 1409 Harvey Avenue, Severn, Maryland 21144

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .50
#06/320-0177 +35 11:23
03/01/88

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)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.
One (1) new 1985 Ford Model F70C school bus, 1FDWJ74N6FVA70924 with a 66 passenger Thomas school bus body.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

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

Charles R. Thompson, Sr., and Sharon L. Thompson

Charles R. Thompson Sr.
(Signature of Debtor)

First Maryland Leasecorp

Sharon L. Thompson
(Signature of Debtor)

W. R. Blum
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 523 PAGE 439
Identifying File No. 271005

RA County
6/26/87
11.50

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 2-17-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers II, Inc.

Address B & A Blvd. & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1988 Lincoln St. Tropez Town Car 60" limousine
S/N 1LNBM81F7JY607879, air conditioning, T.V., VCR, sunroof, two A/M F/M consoles, front and rear; leather interior; and bar.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers, Jr.
(Signature of Debtor)

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

M. L. B...

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50

#051530 5777 R03 T15423

03/01/88

RL

MARYLAND FINANCING STATEMENT

271000

(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 We "One" Inc. T/A Fantastic Sams
546 Benfield Road (Name or Names) Severna Park, Maryland 21147
 (Address) CPSL 2471
 LESSEE _____
 (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 _____
2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
 (Address)

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

One - Delta XT3 Drive Computer System, 640K RAM, 2 Floppy Disk Drives, 1 - Monochrome Monitor, 1 - Panasonic KDP 1091 I Printer, 1 - Surge Protector

RECORD FEE 12.00
 POSTAGE .50
 #181510 0177 403 113422
 03/01/83

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

| | |
|---|--|
| LESSEE | LESSOR |
| <u>We "One" Inc. T/A Fantastic Sams</u> | <u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u> |
| By: <u>Patricia Hoffman</u> (Title) | By: <u>Brian G. Connelly</u> Manager |
| <u>PATRICIA HOFFMAN</u> (Title) | <u>Brian G. Connelly</u> (Title) |
| (Type or print name of person signing) | (Type or print name of person signing) |
| By: <u>Patricia Hoffman</u> President | Return to: |
| (Title) | |
| (Type or print name of person signing) | |

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

18.00

1150

271007

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) HANSEN MATERIAL HANDLING CO. Address(es) 7447 CANDLEWOOD ROAD HANOVER, MD. 21076

6 Secured Party Maryland National Bank Address Department L D R U
 Attention Diane Cooper Post Office Box 987, Mailstop 02 28 02
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)

RECORD FEE 11.00
 POSTAGE .05
 #067367 DT77 R03 115:15
 03/01/88
 #067370 DT77 R03 115:15
 03/01/88
 11

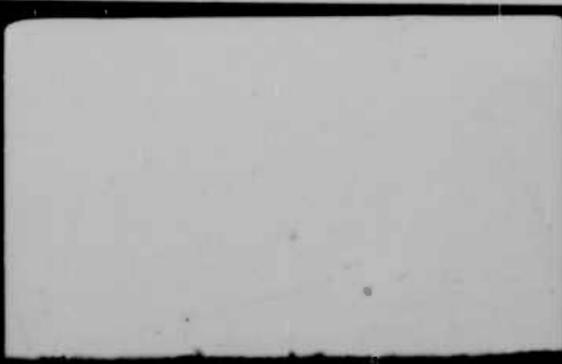
Debtor HANSEN MATERIAL HANDLING CO.
 By Patrick W. Hansen, President (Seal)
 Type name and title, if any

Secured Party Maryland National Bank
 By Thomas C. Myers, Asst. Vice Pres. (Seal)
 Type name and title

MARYLAND NATIONAL BANK

1150

1837269-0001-140668



STATE OF MARYLAND

BOOK 523 PAGE 442

FINANCING STATEMENT FORM UCC-1

Identifying File No. RT1523

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

1. DEBTOR

Name Anchor Financial Services Corp.

Address 28 West Allegheny Ave., Towson, MD 21204

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, #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 Exhibit A attached hereto and made a part hereof.

| | | |
|------------------------------|-----------------|-------|
| Name and address of Assignee | FEE | 11.00 |
| | POSTAGE | .50 |
| | TOTAL STATE FEE | 11.50 |

2nd location of equipment: 133 Defense Hwy., #113 Annapolis, MD 21401

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)

EQUIPMENT IS LEASED. FILED FOR INFORMATION ONLY. NOT SUBJECT TO RECORDATION TAX.

(Signature of Debtor)

KENNETH G. O'DON Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

R C Heeney Type or Print Above Signature on Above Line

This Exhibit A is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 1, dated February 12, 1988

- One (1) Secretarial desk, exec. walnut.
- One (1) credenza/hutch, walnut.
- One (1) double lat. file, 2 drwr.
- Ten (10) side arm chairs, Quaker uph. Hanover 54.
- One (1) corner table-walnut.
- One (1) table lamp Remington.
- One (1) cocktail table-walnut.
- One (1) secretarial chair.
- One (1) conf. table 42"x96"-walnut.
- Two (1) side arm chars. Quaker-uph. 3000-3 walnut.
- Two (2) Adelpia #415 5 drwr. legal file, mist grn.
- One (1) Phone table Indiana 4600-walnut.
- One (1) 586 AGDF copier w/doc feed, s/n 411541.
- One (1) VI83305BLBW 30"x60" Bi level station
- Two (2) Hayes smart modems, s/n A00400153013, A13900153595.
- Two (2) 4-121a lead. edge 256K Mono.
- One (1) #7-129 Juki 6300 printer.
- One (1) Altos 986T/40 computer system.
- Two (2) Altos III terminals.
- One (1) Dataproducts printer model 8070.

LESSOR: Diversified Leasing, Inc.

By: [Signature]

Title: V.P.

Date: 2/12/88

Anchor Financial
LESSEE: Services Corp.

By: [Signature]

Title: President

Date: 2/12/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271030

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

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

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

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

1. DEBTOR

Name PSI DIV OF SEVERNTEC
Address Severn Run Bldg. Md. Rt. 3; PO Box 268; Millersville, MD 21108

2. SECURED PARTY

Name INDUSTRIAL MACHINERY DIVISION; An Unincorporated Division of Cooper Industries, Inc.
Address 1800 Gardner Expressway Quincy, Illinois 62301

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 property of Debtor acquired from Secured Party, now owned or hereafter acquired, including all additions, substitutions, and accessions thereto, and all accounts and proceeds from the sale or other disposition of the collateral.

Table with 2 columns: Name and address of Assignee, Amount. Includes RECORD FEE 17.00 and POSTAGE .50.

08/01/88 AM

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)

PSI DIV OF SEVERNTEC
Type or Print Above Name on Above Line

Handwritten signature of Richard C. Dickinson

RICHARD C. DICKINSON
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Handwritten signature of Industrial Machinery Division

INDUSTRIAL MACHINERY DIVISION
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ~~XXXXXX~~ LESSEE

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090-101

2. ~~XXXXXXXXXXXXXX~~ LESSOR

Name COMPUTER SALES INTERNATIONAL, INC.
Address 10845 Olive Boulevard, St. Louis, Missouri 63141

RECORD FEE 11.00
REGISTERED FILED 11:50
03/01/88

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)

(2) IBM 9335-B1's leased by Lessor to Lessee pursuant to Equipment Schedule Four to Master Lease 110444 between the parties. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.

Name and address of Assuree

Equipment Location: 1302 Concourse Drive
Linthicum Heights, Maryland 21090-101

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)

Charles M. Reed
(Signature of ~~XXXXX~~ LESSEE)

DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lorraine S. Cherrick
(Signature of ~~XXXXXXXXXX~~ LESSOR)

COMPUTER SALES INTERNATIONAL, INC.
Type or Print Above Signature on Above Line

11

The Dover Inn
A Limited Partnership

FINANCING STATEMENT

Anne Arundel Co. Maryland

File No. 21350

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

| | |
|--|---|
| <p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p> | <p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> |
| | <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
 MORTGAGE UNIT REG 715430
 03/01/88
 111

(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)

2/26, 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.

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Dover Inn
A Limited Partnership

Finished Building components consisting of 89 units:

| | | |
|----------------|--------------------|---|
| 20(Twenty) | 1-bed | S/N 4040-4043,4075-4079, 4081-4085, 4087-4092 |
| 44(Forty-Four) | 2-bed | S/N 4005-4008,4010-4013,4015-4018,4020-4028 4045-4047,4049-4051,4053-4055,4057-4059 4061-4063,4066-4068,4070-4073 |
| 8(Eight) | Bed sofa studio | S/N 4014,4052,4056,4060,4064,4069,4074,4080 |
| 1(One) | Reception/Office | S/N 4019 |
| 3(Three) | Linen | S/N 4029,4039,4086 |
| 8(Eight) | 1-bed sofa | S/N 4030-4033,4035-4038 |
| 1(One) | 1-bed sofa B.F. | S/N 4034 |
| 1(One) | Laundry | S/N 4044 |
| 1(One) | Folding | S/N 4048 |
| 1(One) | Managers Apartment | S/N 4093 |
| 1(One) | Conference Room | S/N 4009 |

271003

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 Jan. 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-Financial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Nov. 9, 1987, Schedule #05, dated Jan. 22, 1988 between Assignor as Lessor and LEASE ACCOUNT # 901178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated January 29, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

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)

TransFinancial Leasing Corp.
Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/30

1257

EQUIPMENT LIST

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|----------------------------------|
| 2 (two) | Corrugators - S/N's 113 & 117 |
| 1 (one) | Band Saw - S/N 7919 |
| 1 (one) | Q110 Apparatus - S/N 116 |
| 1 (one) | Ultra-Sonic Welder - S/N 108 |
| 1 (one) | Punch Press (Rockford) - S/N 106 |
| 1 (one) | Hydraulic Press - S/N 107 |
| 3 (three) | Sets of Patterns #90, 91, & 92 |
| 1 (one) | Pleater - S/N 7918 |
| 2 (two) | Pleaters - S/N's 109 & 110 |

TransFinancial Leasing Corp.

BY:

Frank J. Sarro, III
TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan
Association

BY:

William J. Ottey, Esq.
TITLE: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271001

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

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

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

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

1. DEBTOR

Name Trans-Financial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 12.18/87, Schedule # 01, dated 1/4/88 between Assignor as Lessor and LEASE ACCOUNT # 788121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated January 29, 1988 between Assignor and Assignee:

See attached equipment list

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)

TransFinancial Leasing Corp.
Signature of Debtor

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Signature of Secured Party

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1158

EQUIPMENT LIST

- 1 (one) IBM-Compatible Microcomputer with: 80286 Microprocessor, 640K Memory, 30 MB Hard Disk Storage, High-resolution Graphics, DOS 3.2, Floppy Disk Drive, and Color Graphics Monitor
- 1 (one) Epson FX-286E Wide-Carriage Printer/Tractor Feed
- 1 (one) ISS Contractor's Package with: General Ledger, Job Cost, Payroll, Accounts Payable, Accounts Receivable, Cost Plus Billing, Certified Payroll, and Financial Reporter
- 1 (one) Multimate Advantage Word Processing/On-File
- 1 (one) 20MB Streaming Tape Backup and extra 20MB Blank Tape

TransFinancial Leasing Corp.
(ASSIGNOR)

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, Pres.

Irvington Federal Savings & Loan Association (ASSIGNEE)

BY: William J. Ottey

TITLE: William J. Ottey, Exec. V.P.

271805

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 Jan. 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association
Address 4108-04 Frederick Avenue
Baltimore, Maryland 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Ass. of certain contract payments under a certain Security Agreement dated Jan. 12, 1988 between Assignor as Secured Party and CONTRACT ACCOUNT #121786SA as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated Jan. 29, 1988 between Assignor and Assignee:

1988 Mack Flat Bed Dump Truck - Model MS0250 P - w/towing equipment RECORD FEE 11.00
POSTAGE .50
#067710 0777 R03 115435

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) 03/01/88 AH

(If 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)

TransFinancial Leasing Corp
(Signature of Debtor)

Frank J. Sarno, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey - Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/50

135-9

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271036

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Feb. 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 1, 1988, Schedule #01, dated February 3, 1988 between Assignor as Lessor and LEASE ACCOUNT # 020881 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 17, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 1.10
RECORD FEE 2.90
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)

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1160

EQUIPMENT LIST

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|---|
| 1 (one) | Ritter - Model R-30 Three head Shaper, 220/3/60 w/7 1/2 HP Center Spindle 1 1/4" Sprindles, outside handwheel adjust on side spindles, R-10TE tenoning attachment |
| 1 (one) | F-45 Sliding Table Saw - S/N 87-8-94 |
| 1 (one) | Optional Buffing on Edgebander |
| 1 (one) | D-2500 Edgebander - S/N 133 |

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan
Association

BY: William J. Ottey

TITLE: William J. Ottey, Exec. V.P.

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 Feb. 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Rd.
Glen Burie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Ass. of certain contract payments under a certain Security Agreement dated Feb. 1, 1988 between Assignor as Secured Party and CONTRACT ACCOUNT #810208SA as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated Feb. 17, 1988 between Assignor and Assignee:

1 (one) 1988 Ford E-350 Super Cargo Van - S/N 1FTHS34M2JHB06402

RECORD FEE 12.00
POSTAGE .50
#157730 0777/013 115436

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)

TransFinancial Leasing Corp.
(Signature of Debtor)

Frank J. Sarfo, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey - Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1361

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 February 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Jan. 13, 1988, Schedule # 01, dated Jan. 20, 1988 between Assignor as Lessor and LEASE ACCOUNT # 831108 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 17, 1988 between Assignor and Assignee:

1 (one) Toyota 25DK8 Skid Steer Loader S/N 10663 with 60" wide 11.3 cubic foot low profile bucket and Rockhound landscape rake Model 6A - S/N 03151-TY

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)

TransFinancial Leasing Corp.
(Signature of Debtor)

Frank J. Sarno, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/50

1062

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 Feb. 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Nov. 25, 1987, Schedule # 01, dated Dec. 14, 1987 between Assignor as Lessor and LEASE ACCOUNT # 521178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated February 17, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

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)

TransFinancial Leasing Corp.
Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1160

EQUIPMENT LIST

QUANTITY

DESCRIPTION

| | |
|---|--|
| 2 | #350 Manicure Tables |
| 3 | #2104 Patron Chair for Manicure Tables |
| 3 | #2813 Stools w/back for Manicure Tables |
| 1 | #SE4271 Retail Display |
| 1 | Custom Reception Desk, 60" |
| 1 | 60" Glass Showcase #BP1606 |
| 4 | #2100 Dryer Chairs |
| 3 | Custom Double Waterfall Styling Stations w/36" Mirrors |
| 6 | #2100 Hydraulic Styling Chairs |
| 3 | Pietranera Ergo Wash Units |
| 1 | 18" X 60" Upper Storage Cabinet |
| 1 | 84" Make Up Bar |
| 2 | 36" Round Mirrors w/1" Bevel |
| 4 | Chrome Light Bars for Make Up Unit |
| 2 | 8231 High Back Make Up Stool Brass |
| 1 | W500 Facial & Make Up Chair |
| 1 | Magnifying Lamp on Roll around Stand |
| 1 | Ergo Esthetician Stool |
| 1 | Pibbs Facial Beauty Center |
| 1 | Formatron Wax Table w/adjustable Headrest & Lower |
| 2 | Corner Storage Cabinets w/ Vanity Bowl for Facial and Waxing Rooms |
| 2 | Wall Storage Cabinets, 1-Facial, 1-Waxing |
| 4 | Rollabout Carts, 3-Styling, 1-Waxing |
| 1 | Pedicat Unit |
| 1 | Dispensary Unit, 36", w/stainless steel sink |
| 1 | Custom "L" Shaped Sofa Reception Bench |
| 2 | Cascade Styling Stations, 36", 1-Drawer, 2-Curl |
| | Iron, 1-Blow Dryer Receptacle |
| 2 | #2100 Hydraulic Chair for Color & Perm Area |
| 1 | #2813 Stool for Reception Desk |
| 2 | 36" Round Mirrors w/1" Bevel for Color & Perm Area |

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY:

TITLE: William J. Ottey, Exec. V. P.

A.A.C.

* Business located in more than one county, therefore, taxes were paid to State \$251.00 - 2 25 88

BOOK 523 PAGE 460

271210

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>Edward A. Leventhal D.D.S. P.A/Marley Station Dental Center of Inc. T/A Edward A. Leventhal D.D.S. P.A 8800 Belair Rd 7915 S. Ritchie Hwy Balto, MD 21236 Glen Burnie, MD 21061 6420-A. Park Hgts. Ave. Balto, MD 21215</p> | <p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton <i>PO. Box 10023</i></p> <hr/> <p style="text-align: center;">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 dental practice (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 \$72,000.00

DEBTOR: Edward A. Leventhal D.D.S. P.A/
Marley Station Dental Center of Inc.
Edward A. Leventhal D.D.S. P.A

SECURED PARTY:
SIGNET BANK/MARYLAND

By: *Edward A. Leventhal*
(Type Name)
Edward A. Leventhal, President

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

By: _____ as to both _____

February 19 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.

19.50

File No. _____
Record Reference:
Liber _____ Folio _____

FINANCING STATEMENT

Not subject to Recordation Tax.

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

xx Subject to Recordation Tax on principal amount of \$ 13,400.00

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> |
|---|--|
| Terrence P Cummings T/A Scenic Lawns & Landscaping | P.O. Box 3056 Crofton, Maryland 21114 |

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

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

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): All of borrower's Furniture, Fixtures, Machinery and Equipment, and all replacements thereof and additions or attachments there to and all borrower's accounts receivable contract rights and inventory, now owned or hereafter acquired and the proceeds and products thereof.

Including but not limited to those items listed on Schedule A.

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 | 10.00 |
| RECORD TAX | 14.50 |
| POSTAGE | .50 |
| REGISTRATION | 0.00 |
| TOTAL | 25.00 |

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

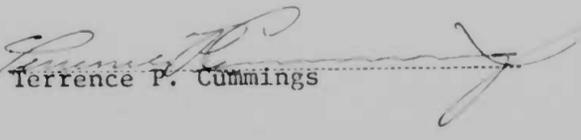
03/01/85
AV

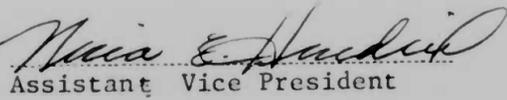
Debtor

Secured Party (Assignee)

Terrence P. Cummings T/A Scenic Lawns
and Landscaping

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: 
Terrence P. Cummings

By: 
Assistant Vice President

By: _____

Type or print all names and titles under signatures.

1200
94350

BOOK 523 PAGE 462

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 10 day of February, 1988, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

And to include a 1983 Isuzu Pick-Up Serial # JAABC1452DD703257, 1976 Dodge 3/4 ton Pick-Up Serial # D24BE65227449, 1973 Dodge 1 ton Pick-UP Serial # D27BF3S083517, 1976 Ford F350 1 ton Flatbed Serial # F37YRB06051, 1968 Chevrolet C50 14 Ft Bed Dump Truck Serial # CS537B141173, 1983 Ford 1700 Four Wheel Drive Tractor Serial # U 715312 and 1984 Salsco Lawn Tractor Serial # B 275418.

WITNESS: *Maria E. Handcup*

Linna R. [Signature] (SEAL)

WITNESS: _____

_____ (SEAL)

ADDRESS: P.O. Box 3056
(STREET)

Crofton, Md 21114
(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest: _____

(SECRETARY)

BY: _____
TITLE

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
Roll No. 289

Folio
Page No. 5

Identification No. _____

Dated April 9, 1973

1. Debtor(s) { CHARLES G. DEWALD AND PALMINA DEWALD
Name or Names—Print or Type
2413 Chesterfield Avenue, Baltimore, Maryland 21213
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
Name or Names—Print or Type
300 E. Lombard Street, 1st Floor, Baltimore, Maryland 21202
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 type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p> |

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated: February 22, 1988

By: [Signature]
Name of Secured Party
Signature of Secured Party
Daniel G. Bittner Asst. Sec.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return to: Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204
C-AA 133

1030

10.00
.50
POSTAGE
MAY 19 1988
10/01/88
H

EXHIBIT A

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

BEGINNING FOR THE SAME and being known and designated as Lots Nos. 5079, 5080 and 5081 as laid out on Plat No. 50 of the lands of Curtis Creek Mining, Furnace and Manufacturing Company, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book F.S.R. No. 1, folio 61, now recorded in Plat Book No. 6, folio 19. The improvements thereon being now or formerly known as 7146 Ritchie Highway.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto was granted and conveyed by Charles G. Dewald and Palmina Dewald, his wife, to Glen Burnie Realty, Inc., in fee simple.

RT1512

| | | | | |
|---|-------------------------------|--|------|--|
| 1. State Billing Account # | No. of additional sheets 0 | Liber | Page | For Filing Officer (Date, Time, Number, and Filing Office) |
| 2. Debtor's (Last Name First) and address(es) LESSEE: DEAN WITTER REYNOLDS INC. Two World Trade Center New York, NY 10048 | | 3. Debtor's address(es) LESSOR: CMI CORPORATION 2600 Telegraph P.O. Box 2026 Bloomfield Hills, MI 48303-2026 | | Do Not Use This Box RECORD FEE 11.00 POSTAGE .50 #067840 DITT #03 715443 CNTY: MD SCH. NO. 28 03/02/88 |
| 4. Name and address(es) of assignee(s) (if any) The CIT Group/Equipment Financing, Inc. 1400 Renaissance Dr. Suite 400 Park Ridge, IL 60068 | | CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered 6. <input checked="" 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:
1-Interline, 1A2, Key System s/n NONE
Location of Equipment: 410 Severn Avenue, Annapolis City Marina, Annapolis, MD 21403
FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH THE LESSEE AND LESSOR.

NOT SUBJECT TO RECORDATION TAX - TRUE LEASE

DEAN WITTER REYNOLDS INC.
S. Thomas Sperduto, Vice President

[Signature]

LESSEE

CMI CORPORATION
Kirk A. Leonard, Assistant Secretary
by: *[Signature]*

LESSOR

SECRETARY OF STATE COPY

1150

271513

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

| | | |
|--|--|---|
| 1. Debtor(s) (Last Name First) and Address(es): Tri-State Marine Distributors, Inc. 5863 Deale Churchton Rd., Rt. 256 Deale, MD 20751 PLUS ANY AND ALL OTHER LOCATIONS | 2. Secured Parties: Name(s) and Address(es): Tracker Marine Corporation 1633 Des Peres Rd., Suite 305 St. Louis, MO 63131 | 3. Maturity Date (Optional) 4. For Filing Office: Time, Date, No., Filing Office RECORD FEE 1.10 #027860 CIVT 803 115444 03/01/88 RECORD FEE 1.10 #027870 CIVT 803 115444 03/01/88 5. <input type="checkbox"/> To be Recorded in Real Estate Mortgage Records |
|--|--|---|

6. This Financing Statement Covers the Following Types (or Items) of Property:
 All Inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

Proceeds Products of the Collateral are Also Covered

7. Description of Real Estate: _____
 8. Name(s) of Record Owner(s): _____

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check 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:
 9. Assignments of Secured Parties and Addresses: _____

Tri-State Marine Distributors, INC.
 By: *[Signature]*
 Signature(s) of Debtor(s)

Tracker Marine Corporation
 By: *[Signature]*
 Signature(s) of Secured Parties

BOOK 523 PAGE 467

271511

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)

DGM Enterprises, Inc.
5187 Raynor Avenue
Linthicum Heights, MD 21090

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

AT & T Credit Corporation
Chadds Ford Business Campus
Brandywine Two Bldg. Suite 300A
P.O. Box 1008
Chadds Ford, PA 19317

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

RECORD FEE 11.00
MONTGOMERY COUNTY REC 115147
03/01/88

4. This financing statement covers the following type(s) of property:

All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds.

No 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)

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

DGM Enterprises, Inc.

AT & T Credit Corporation

By Dale M. Thomas, Sec/Treas
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alpha(101)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

2010 15

523 PAGE 468

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) Michael W. Keller Annapolis Tile 2014-B Renard Court, Suite B Annapolis, MD 21401 | 2. Secured Party(ies) and address(es) Yale Industrial Trucks- Maryland, Inc. 208 Azar Court Baltimore, MD 21227 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 REGISTERED OFFICE 71544F 03/01/88 5. Assignee(s) of Secured Party and Address(es) H |
| 4. This financing statement covers the following types (or items) of property: One (1) Used Forklift Model X-TEND-R S/N 31626 One (1) Used Battery Model 12-120-13 S/N KBL0192 One (1) Used Charger Model LDR12-200 S/N 2080 Not subject to recordation tax - conditional sale | | |

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: Clerk of Circuit Court, P.O.Box 11, Annapolis, MD 21404, Attn: Recording Office

Michael W. Keller, Annapolis Tile

Yale Industrial Trucks-Maryland, Inc.

By: Michael W. Keller
Signature(s) of Debtor(s)

By: Barbara C. Freeman
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11 .50

Financing
271916

BOOK 523 PAGE 469

TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s):

BELLEVIEW CONSTRUCTION CO.
Name or Names—Print or Type

P.O. Box 1521 Severna Park Maryland 21146
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

MAXIMUM SAVINGS BANK, FSB
Name or Names—Print or Type

5530 Wisconsin Ave., Suite 1250, Chevy Chase, MD 20815
Address—Street No., City - County State Zip Code

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

See Attached EXHIBIT A

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

See Attached EXHIBIT B

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 13.00
POSTAGE .50
#044570 E237 004 T16100
03/01/88

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
BELLEVIEW CONSTRUCTION, INC.
By: Michael D. McNeally
(Signature of Debtor)

SECURED PARTY:
MAXIMUM SAVINGS BANK, FSB
(Company, if applicable)

Michael D. McNeally, President
Type or Print

(Signature of Debtor)

By: J. Martin Kline, Jr.
(Signature of Secured Party)

J. Martin Kline, Jr., Vice President
Type or Print (Include title if Company)

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

Name and Address Ronald E. Council, Esquire, Council, Baradel, Kosmerl & Nolan, P.A., P.O. Box 3323, Annapolis, Maryland 21403
Laws: Bro. Form F-1

1388

EXHIBIT A

PROPERTY

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

2. All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

3. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

4. All contracts for the sale, lease, or use of the premises hereinafter described; and

5. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

property.reg

EXHIBIT B

PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot Eleven (11) on a plat entitled HARBOUR GLEN, Plat Two of Three which plat is recorded among the Plat Records of Anne Arundel County at Plat Book 105, page 24.

BEING the same property which by Deed dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, were granted and conveyed from HARBOUR GLEN, INC., a Maryland Corporation to Belleview Construction Co.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-128 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 192910 recorded in
Lib: 334, Folio 88 on 3/7/85 at AA County, MD.

1. DEBTOR(S):
Name(s) Bay Yacht Agency
Address(es) 948 Creek Drive, Annapolis, Maryland

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street, Annapolis, Maryland 21401

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

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

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

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

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 3, 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

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Robert B. Megee
Robert B. Megee, 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.

1050

10.00
.50
03/02/85
H

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)
THE COUNTRY CAT CLINIC
1197 Generals Highway
Crownsville, MD 21032

2. Secured Party(ies) and address(es)
INTERNATIONAL FINANCIAL
SERVICES CORPORATION
1701 Lake Avenue
Glenview, IL 60025

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

4. This statement refers to original Financing Statement bearing File No. 269803
Filed with County of Anne Arundel Date Filed 9/21/ 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. ASSIGNEE: Bank of New England
One Washington Mall
Boston, MA 02108

RECORD FEE 1.00
POSTAGE 1.00
TOTAL 2.00
9/28/87

No. of additional Sheets presented: 3

INTERNATIONAL FINANCIAL SERVICES CORPORATION

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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) Professional Ambulance Service, Inc. 1404 S. Crain Highway Glen Burnie, Maryland 21061 | 2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Steven M. Wienecke</u> <u>Commercial Lending Officer</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 Ambulance Service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other. All of debtor's furniture and fixtures now owned or hereafter acquired.

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

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$ 100,000.00

DEBTOR:

Professional Ambulance
 Service, Inc.

(Type Name)

By: Gerard C. Schultz
 By: Gerard C. Schultz, President

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Steven M. Wienecke

Steven M. Wienecke
 Commercial Lending Officer

(Type Name)

February 26
 (Date Signed by Debtor)

19 88

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

Md., Va., D.C., Pa.

After recording send to: Herbert A. Thaler, Jr., Esquire 343
 North Charles Street, Baltimore, Maryland 21201. To be recorded
 in the Land Records and the Financing Records of Anne Arundel
 County and the Maryland Department of Assessments and Taxation.
 Recordation Stamps in the amount of \$ _____ have been paid in
 Anne Arundel County.

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 \$ 210,000.00. 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, to be paid with the Deed of Trust in Land Records.

5. Debtor(s) Name(s) Address(es)
Chestnut Manor, Incorporated 302 Chestnut Street
Linthicum, Maryland 21090

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles Street
Attention: Linda Perry Baltimore, Maryland 21201
(Use name & title)
Loan Documentation Asst.

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: Chestnut Manor, Incorporated

Debtors Chestnut Manor, Incorporated
 _____ (Seal) By: [Signature] (Seal)
George B. Wentz, Jr., President
 _____ (Seal) By: [Signature] (Seal)
George M. Ray, Vice President

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

11.00
 .50

SCHEDULE A

BOOK 523 PAGE 476

This Schedule A is attached to and made a part of a Financing Statement dated Dec 28th, 1987 by and between Chestnut Manor, Incorporated (the "Debtor") and Equitable Bank, National Association (the "Bank").

Section 7G continued

All rights title and interest in any all leases and any security deposits thereunder whether now or hereafter executed by the debtor as lessor of all or any portion of the real property known as 302 Chestnut Street, located in Anne Arundel County, Maryland as more completely described below:

Being known as designated as Lots 62, 63, and 64, as shown on the Plat entitled, "Linthicum Heights", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 12, folio 9.

Being the same property described in a Deed from Rolford Dave Jaques and Judith Deann Jaques, his wife, to Chestnut Manor, Inc., a Maryland corporation granting and conveying the fee simple interest in and to said property, dated Dec 28th, 1987, recorded or intended to be recorded immediately prior hereto in the Land Records of Anne Arundel County.

The improvements thereon being known as 302 Chestnut Street, Linthicum, Maryland 21090.

Send to:
John R. Urse
Moore, L. B. & Thomas
334 St. Paul Place
Baltimore, Maryland 21202

271037

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

C & S ENTERPRISES

520 PINETREE DR.
SEVERNA PARK, MD 21146

RECORD FEE 11.00

POSTAGE .50

4125590 0327 903 712454

03/02/88

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):

PURCHASE MONEY SECURITY INTEREST IN ALL INVENTORY FROM TIME TO TIME OF ALL MOTORS, TRAILERS AND 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 NECESSARIES THEREUNTO APPERTAINING AND BELONGING NOW OR HEREAFTER ADDED OR ATTACHED TO SAID ITEMS OF INVENTORY USED IN THE CONNECTION THEREWITH, AND ALL SUBSTITUTIONS AND REPLACEMENTS OF SAID INVENTORY, EQUIPMENT, AND NECESSARIES AS EVIDENCED BY A TRUST RECEIPT INVENTORY SECURITY AGREEMENT.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

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

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
C & S ENTERPRISES

James Crum
James Crum, President
Clifton M. Stoneburner
Clifton M. Stoneburner, Vice President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

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

271008

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

PACE YACHTS

P. O. Box 6231
Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

REGISTERED LIST NO. 112154

03/12/88

PT

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):
Purchase money security interest in inventory now owned or hereafter acquired from time to time of all new yachts and boats together with all rigging, anchors, tackle, boats electronic equipment, and all other necessities, thereunto appertaining and belonging now or hereafter added to or attached to said items of inventory used in the connection therewith, and all substitutions and replacements of said items of inventory and above described equipment and necessities.
- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
- 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)

Secured Party (or Assignee)

PACE YACHTS

FARMERS NATIONAL BANK OF MARYLAND

BY: *Peter Tsou*
Peter Tsou

BY: *William A. Walker, II*
William A. Walker, II
Vice President

Type or print names under signatures

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

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)
BAY COUNTRY VETERINARY HOSPITAL
1197 Generals Highway
Crownsville, MD 21032

2. Secured Party(ies) and address(es)
INTERNATIONAL FINANCIAL
SERVICES CORPORATION
1701 Lake Ave.
Glenview, IL 60025

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORDED FEE 10.00
POSTAGE .50
MORTGAGE UNIT REGISTRATION

Oct-6-1987
310-824
(993)
(107)

4. This statement refers to original Financing Statement bearing File No. 269804
Filed with County of Anne Arundel Date Filed 9/21/ 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. ASSIGNEE: Bank of New England
One Washington Mall
Boston, MA 02108

No. of additional Sheets presented:

INTERNATIONAL FINANCIAL SERVICES CORPORATION

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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)
Baltimore Avionics Co. Inc.
I. Thomas Turnbull, Pres.
P.O. Box 18314 BWI Airport
Baltimore, MD 21240

2 Secured Party(ies) Name(s) and Address(es)
Cheltenham Federal Savings
and Loan Association
6425 Rising Sun Avenue
Philadelphia, PA 19111

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

RECORD FEE 11.00

5 This Financing Statement covers the following types (or items) of property:
(1) 1977 A-36 Bonanza Beechcraft Airplane
F.A.A. # N17639

6 Assignee(s) of Secured Party and Address(es)
7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

Products of the Collateral are also covered
8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Baltimore Avionics Company, Inc.

Cheltenham Federal Savings & Loan Assn.

By *[Signature]*
Signature(s) of Debtor(s)

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

(1) FILING OFFICER COPY - NUMERICAL (3/83)

1150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 523 PAGE 481
Identifying File No.

271001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT F. REED
Address 1613 HARMONY ACRES LANE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

RECORD FEE 11.00
POSTAGE .50
SEARCH FEE 205 715402
02-02-88

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 - NEW KUBOTA TRACTOR MN# B4200DT SN# 5070814
- 1 - NEW KUBOTA MOWER RC44-42 10217

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 813376

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 F. REED

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

CORP SECY

(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

1150

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265500, RECORDED IN LIBER 506 FOLIO 567 ON 1/5/87 (DATE).

| | |
|---|--|
| 2. Name and address of Debtor(s) Annapolis 4 A Rentals 1919 Lincoln Drive Annapolis Md 21401 | 3. Name and address of Secured Party Vermeer Sales & Service, Inc P O Box 189 Annapolis Junction Md 20701 |
|---|--|

4. After recording, this statement is to be returned to Vermeer Financial at
 P.O. Box 1221
 Laurel, Maryland 20707

RECORD FEE 10.00
 #02940 0117 403 115410
 03/22/88

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:
 Vermeer 1600 Brush Chipper Serial #1441

Dated 2/22/88

Patricia K. Vos
 (Signature of Secured Party)

Patricia K. Vos
 (Type or Print Name of Secured Party on Above Line)

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 36128,
RECORDED IN LIBER C040 FOLIO R01 ON 11/19/86 (DATE).

| | |
|---|---|
| <p>2. Name and address of Debtor(s) Dave Wagner T/A Dart Tree Service 1049 Dumbarton Road Glen Burnie, Md 21061</p> | <p>3. Name and address of Secured Party Vermeer Sales & Service, Inc P O Box 189 Annapolis Junction, Md 20701</p> |
|---|---|

4. After recording, this statement is to be returned to Vermeer Financial at
P.O. Box 1221
Laurel, Maryland 20707

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Vermeer 2460A Stump Cutter Serial #389

Dated February 23, 1986

John L. Vos
(Signature of Secured Party)

John L. Vos President

(Type or Print Name of Secured Party on Above Line)

Anne Arundel Co

BOOK 523 PAGE 484

AMENDMENT OF FINANCING STATEMENT

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

| | |
|---|--|
| <p>1. DEBTOR and Address (Last Name First)</p> <p>Orson, Inc. 6320-22 Ritchie Hwy Glen Burnie, MD 21061</p> | <p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland 511 Crain Hwy S.E. Glen Burnie, MD 21061</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p> | <p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND Signet Bank/Maryland UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203 ATTN: Gloria Bolton</p> |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT: Anne Arundel County

File No. 241261 Date January 26, 1982
Record Reference Liber 446 Page 147

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows: (address change of debtor)

Address Change: Orson, Inc.
8207-09 Cloverleaf Drive
Millersville, MD 21108

RECORD FEE 10.00
POSTAGE .30
REGISTERED MAIL 113.12
03/02/88

AA

Dated this 25 day of February, 1988

DEBTOR: Orson, Inc.

SECURED PARTY: Signet Bank/Maryland

By: Martin D. Pressman, V.P. (Title)

By: Ross L. Brown, A.V.P. (Title)

UCC-5

10.50

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>Orson, Inc. 8207-09 Cloverleaf Drive Millersville, MD 21108</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p style="text-align: center;">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.

RECORD FEE 11.00
POSTAGE .50
#089080 4777 103 118413

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: \$ _____

03/12/88
104

DEBTOR:

Orson, Inc.
(Type Name)

SECURED PARTY:
SIGNET BANK/MARYLAND
By: _____

By: Martin Pressman, V.P.
(Type Name)

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

By: _____

February 25 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.

RR Co.
1/26/88

271001

BOOK 523 PAGE 486

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 Feb. 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MD

Address 7 St. Paul Street, 5th Floor

Baltimore, 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)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated Jan. 12, 1988, Schedule # 01, dated Jan. 15, 1988 between Assignor as Lessor and LEASE ACCOUNT # 821108 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated Feb. 17, 1988 between Assignor and Assignee:

RECORD FEE 11.00

POSTAGE .50

#089100 CITT R03 115:14

03/02/88

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sario, III
(Signature of Debtor)

Frank J. Sario, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/MD

John S. Tuccitto VP
(Signature of Secured Party)

John S. Tuccitto, V. P.

Type or Print Above Name on Above Line

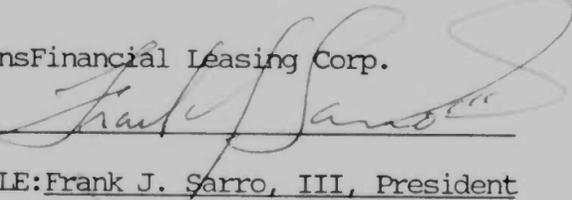
Filed in the State of Maryland

1150

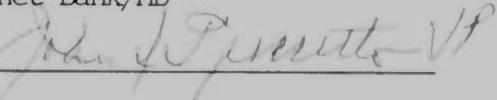
EQUIPMENT LIST

2 (two) Executive Chairs
 8 (eight) Side Chairs (4 with Burgundy & Oak)
 3 (three) Conference Desk
 2 (two) Credenzas
 1 (one) Hutch
 1 (one) Secretary desk w/middle drawer
 1 (one) Conference Tables
 2 (two) Drafting stools
 1 (one) Secretary chair
 1 (one) Cannon AP-810 Typewriter w/80 character X
 with 2 line display & 31K memory
 1 (one) Hotpoint Range - Serial # FT14J126H
 1 (one) Hotpoint Refrigerator
 1 (one) Base Cabinet 30/87
 1 (one) Base Cabinet 60/87
 1 (one) Base Corner Cabinet 120/87
 2 (two) Wall Cabinet 30
 2 (two) Wall Cabinet 60
 1 (one) Wall Corner Cabinet
 1 (one) Wall Cabinet 40
 1 (one) Wall Cabinet 60 special
 1 (one) High Cabinet 60/58
 1 (one) Melroe Model 743 Bobcat Loader S/N 34199
 with Flot Tire Option and 9254 60" C/I BKT w/Teeth
 1 (one) Melroe 909 Backhoe S/N 4063 with 3059 16" trenching bucket
 Carpet - Bigelow TI 3000 Woodrose - 74 SQ YD.
 Carpet - Philadelphia Impact Barrel Oak. - 89 SQ YD.
 Flooring- VCT Armstrong #51905 Hazelnut - 225 SQ FT.
 Flooring - Vinyl Base Armstrong #14120 Hazelnut - 80 LF.

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarro, III, President

Signet Bank/MD

BY: TITLE: John S. Tuccitto, V. P.

Anne Arundel Co

BOOK 523 PAGE 488

AMENDMENT OF FINANCING STATEMENT

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

| | |
|---|--|
| 1. DEBTOR and Address (Last Name First) Orson, Inc. 6320-22 Ritchie Hwy Glen Burnie, MD 21061 | 2. SECURED PARTY and Address Signet Bank/Maryland 511 Crain Hwy S.E. Glen Burnie, MD 21061 |
| 3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office) | 4. RETURN TO: XXXXX Signet Bank/Maryland UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203 <i>ATTN: Gloria Bolton</i> |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT: *Anne Arundel County*
 File No. 242660 Date MAY 24, 19 82
 Record Reference Liber 450 Page 73

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows: (address change of debtor)

Address Change: Orson, Inc.
 8207-09 Cloverleaf Drive
 Millersville, MD 21108

RECORD FEE 10.00
 POSTAGE .50
 #069110 0777 R03 115:15
 03/12/88
 All

Dated this 25 day of February, 19 88

DEBTOR: Orson, Inc.

SECURED PARTY: Signet Bank/Maryland

By: *Martin D. Pressman*
 Martin D. Pressman, V.P. (Title)

By: *Ross L. Brown*
 Ross L. Brown, A.V.P. (Title)

UCC-5

1050

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>Mid-Atlantic Door Services Co., Inc 107 Virginia Avenue Pasadena, MD 21122</p> | <p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & 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 repair and installation of commercial doors. (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E Other

RECORD FEE 11.00
RECORD TAX 119.00
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

5. This transaction (is not) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is \$ 16,750.00

RECORDATION #03 113-16
03/02/88
AJH

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

Mid-Atlantic Door Services Co, Inc.
(Type Name)

By: [Signature]

By: Kenneth R. Horrell
Kenneth R. Horrell, Pres.

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

By: _____

Feb 5 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.

11-
119-
50

STATE OF MARYLAND
 FINANCING STATEMENT BOOK 523 PAGE 490
FORM UCC-1

Identifying File No. 27507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 G.K.N. Hayward Baker, Inc.
 Address 1875 Mayfield Rd., Odenton, MD. 21113

2. SECURED PARTY

Name Furnival Machinery Co.
 Address 7135 Standard Dr., Hanover, MD. 21076
2240 Bethlehem Pike, Hatfield, PA. 19440

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 Komatsu WA250, Wheel Loader, Serial # 10139

RECORD FEE 11.00
 POSTAGE .50
 #06F130 CITT R03 F15:19
 13/02/88
 AH

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 are to be kept separate and apart.

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

[Signature]
 (Signature of Debtor)

PRODUCER MACHINERY
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

1150

[Signature]
 (Signature of Secured Party)

DONNA FRICKMAN
 Type or Print Above Signature on Above Line

271863

FINANCING STATEMENT

WT-1

Maturity Date _____

For Filing Officer Use

File No. _____

Date & Hour of Filing _____

DEBTOR (Last name first) American Lithograph Inc.

Address 611 H & J Hammonds Ferry Rd., Linthicum, Md. 21090 (Anne Arundel County)
Street, City, County, State

SECURED PARTY

Westminster Bank and Trust Company
71 E. Main Street, Westminster, Carroll County, Md.

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

1 - Omega Drill Serial No. 0 1112

RECORD FEE 11.00
RECORD TAX 77.00
POSTAGE .50
#264260 ETTT H35 115432
03/02/88

2. This transaction (~~is~~) (is not) exempt from the recording Consideration

\$ 11,000.00

Dated: This 19th day of January, 1988

Secured Party:
Westminster Bank and Trust Company

Debtor Flora M. Aquilla
Signature

By: Flora M. Aquilla, Secty.-Treas.

By M. L. Rittase
Title M. L. Rittase
Exec. V. Pres.

Signature

Filing Officer - Mail this Statement after recording to -

Westminster Bank and Trust Company
71 E. Main Street
Westminster, Maryland

11 00
77 00
05

NO STATE OR DOCUMENTARY STAMPS APPLICABLE
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 2/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Yacht Agency, Inc.
Address 326 First Street, Suite 29, Annapolis, Maryland 21403

2. SECURED PARTY

Name First New England Financial Corporation
Address 326 First Street, Ste. 26, P.O. Box 3376, Annapolis, Maryland 21403

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) All of the undersigned debtor's present and future inventory of any kind whether now owned or hereafter aquired, including but not limited to present and future inventory of parts, supplies, equipment and accessories, and all of the undersigned debtor's present and future accounts and contract rights, including rights under policies of insurance and sums payable thereunder: and proceeds of any and all of the foregoing. All of the undersigned debtor's present and future inventory of all new and used boats of all kinds including those now owned by debtor and those hereafter aquired by debtor. Any monies due or to become due to debtor from manufacturers of inventory.

CHECK THE LINES WHICH APPLY

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

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

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eric D. Smith
(Signature of Debtor)

Eric D. Smith, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard E. Gayle
(Signature of Secured Party)

Richard E. Gayle, Regional Manager
Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

REGISTRATION 0177 H03 T15435

03/02/88

111

Filed With: Clerk of Circuit Court for Anne Arundel County
P.O. Box 71, Annapolis, Md. 21401

Fee: \$11.50

11.50

NO STATE OR DOCUMENTARY STAMPS APPLICABLE
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 2/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eric D. Smith
Address 948 Creek Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name First New England Financial Corporation
Address 326 First Street, Ste. 26, P.O. Box 3376, Annapolis, Maryland 21403

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) All of the undersigned debtor's present and future inventory of any kind whether now owned or hereafter aquired, including but not limited to present and future inventory of parts, supplies, equipment, and accessories, and all of the undersigned debtor's present and future accounts and contract rights, including rights under policies of insurance and sums payable thereunder: and proceeds of any and all of the foregoing. All of the undersigned debtor's present and future inventory of all new and used boats of all kinds including those now owned by debtor and those hereafter aquired by debtor. Any monies due or to become due to debtor from manufacturers of inventory.

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
RUBENOV CYT 103 115+36
03/02/88
AT

Eric D. Smith
(Signature of Debtor)

Eric D. Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard E. Gayle
(Signature of Secured Party)

Richard E. Gayle, Regional Manager
Type or Print Above Signature on Above Line

Filed with: Clerk of Circuit Court for Anne Arundel County
P.O. Box 71, Annapolis, Md. 21401
Fee: \$11.50

1150

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.

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 American Glass Co., Inc.
Address 308 Legion Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Caterpillar Financial Services Corporation
Address 10630 Little Patuxent Pkwy.
Columbia, MD 21044

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

- 3. Maturity date of obligation (if any)
- 4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar T50B Lift Truck S/N 12N3656

Name and address of Assessor

And substitutions, replacements, additions, and accessions thereto, now owned or hereafter acquired, and proceeds thereof.

Secured Party is seller of equipment not subject to recordation tax.

CHECK THE LINES WHICH APPLY

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

Signature
American Glass Co., Inc.
Ronald S. Lambert
(Signature of Debtor)

Type or Print Above Name on Above Line
Ronald S. Lambert, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation
David A. Kacynski
(Signature of Secured Party)

Type or Print Above Signature on Above Line
David A. Kacynski, Assist. Mgr.

11.50

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

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

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

1. DEBTOR

Name Brooklyn Cycle World, Inc.

Address 5820 Ritchie Hwy Baltimore, MD 21225

Plus any and all other locations

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

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

3. Maturity date of obligation (if any) _____

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

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSE IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brooklyn Cycle World, Inc.

Bennett Johnson
(Signature of Debtor)

Bennett Johnson - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.

Paul J. Holtz
(Signature of Secured Party)

PAUL J. HOLTZ, Branch Manager
Type or Print Above Signature on Above Line

11.50

271973

FINANCING STATEMENT

TR. FILED DIST. 13/0000

Not subject to recordation tax -
2-4-82 ADD TO THE DIST. COURT
CHRY. G. G. COURT

1. Name of Debtor(s): SOUTHERN MARYLAND ALUMINUM PRODUCTS COMPANY, INC.
Address: 1268 CENTRAL AVENUE
DUNEDROVILLE, MARYLAND 21035

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: PO BOX 311
ANNAPOLIS, MARYLAND 21401

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
RECORD TAX 230.00
POSTAGE .50

4. This Financing Statement covers the following types (or items) of property:
IBM PS/2 MODEL 80, 2MB RAM, 14MB, SERIAL NUMBER 500521-5, IBM 3151-31, SERIAL
NUMBERS 88114212 AND 8831962, IBM 4000 PRINTER, SERIAL NUMBER 8106352, C. COB
POWER VISION 1000 UPS, SERIAL NUMBER PC 780031, 3 MITCHELL FIDELITYS PAPER, SERIAL NO
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.) TH12666-
007-45438
The above-described goods are affixed or to be affixed to:

8066000 10771 104 108741

11/13/82
APR

Debtor(s): SOUTHERN MARYLAND ALUMINUM PRODUCTS CO, INC.
Harry C Kenney

Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
(Type Name of Dealership)
By: John Paul Kochel
(Authorized Signature)
John Paul Kochel, M.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.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-
238-
80

To be recorded
 (1) in the Land Records of _____ County
 (2) In the Financing Statement
 Records of Anne Arundel
 County

Not subject to
 recordation tax

Principal amount is
 \$ 320,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor: Mailing Address of Debtor:
 Benard S. Pergerson, Jr. 354 Berkshire Dr.
 Audrey Hagedorn Pergerson Riva, Md. 21140

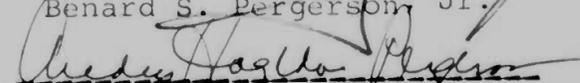
2. Secured Party: Address of Secured Party:
 STERLING BANK & TRUST CO., 111 Water Street
 a bank and trust company Baltimore, Maryland 21202
 organized and existing
 under the law of Maryland

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 Edition, as amended), in all of the collateral hereafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to:
 - 4.1 All equipment, machinery, building materials and other articles of personal property of every kind and nature now or hereafter located in or upon the land located in Anne Arundel County, Maryland which is described in EXHIBIT A hereto, including, by way of example rather than of limitation, all heating, lighting, laundry, plumbing, refrigerating, ventilating, communications apparatus, air-conditioning apparatus, fans, carpeting and other floor coverings, storm doors and windows, stoves, refrigerators, dishwashers and attached cabinets.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

Debtor:


 Benard S. Pergerson, Jr.

 Audrey Hagedorn Pergerson

Date: March /, 198 8

0449E/298

12-50

EXHIBIT "A"

BOOK 523 PAGE 498

BEING KNOWN AND DESIGNATED as Lot numbered Thirteen (13) as shown on the plat entitled, "STAFFORD ESTATES", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, page 17.

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 267264 recorded in Liber 511, Folio 375 on April 30, 1987 (date)

1. DEBTOR(S):
 Name(s): Community Radiology Associates of Baltimore, Inc.
 Address(es): See attached Schedule "A"

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
 Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above:
 Arvin E. Rosen, Esquire
 Siskind, Burch, Grady & Rosen
 Two East Fayette Street, Baltimore, Maryland 21202

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. [X] 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. Inventory
 General Intangibles
 Chattel Paper
 All Equipment and Fixtures

RECORD FEE 10.00
POSTAGE .50
MAY 12 1987
AH

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By D. M. Torruella
Diana M. Torruella
Corporate Banking Representative
(Type Name and Title)

SCHEDULE A

BOOK 523 PAGE 500

Addresses of Debtor

1. 18111 Prince Phillip Drive, Suite T-20
Olney, MD 20832
2. Northwest Medical Center
4432 Park Heights Ave.
Baltimore, MD 21215
3. Bel Air Medical Center
212 S. Bond Street
Suite 103
Bel Air, MD 21014
4. Jai Medical Center
5010 York Road
Baltimore, MD 21212
5. Medical Arts Building
101 W. Read Street
Suite 518
Baltimore, MD 21201
6. Oakwood Professional Building
7845 Oakwood Road
Suite 105
Glen Burnie, MD 21061
7. Parkanna Medical Center
4000 Annapolis Road
Baltimore, MD 21227

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 523 PAGE 501

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 268925 recorded in Liber 515, Folio 410 on August 4, 1987 (date).

1. DEBTOR(S):
 Name(s) Community Radiology Associates of Baltimore, Inc.
 Address(es) See attached Schedule "A"

2. SECURED PARTY:
 Name Equitable Bank, National Association
 Address 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.
Arvin E. Rosen, Esquire
Siskind, Burch, Grady & Rosen
Two East Fayette Street, Baltimore, Maryland 21202

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
MONTGOMERY COUNTY 115133
03/03/00
AH

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By *D. Torruella*
Diana M. Torruella
Corporate Banking Representative
(Type Name and Title)

SCHEDULE A

Addresses of Debtor

1. 18111 Prince Phillip Drive, Suite T-20
Olney, MD 20832
2. Northwest Medical Center
4432 Park Heights Ave.
Baltimore, MD 21215
3. Bel Air Medical Center
212 S. Bond Street
Suite 103
Bel Air, MD 21014
4. Jai Medical Center
5010 York Road
Baltimore, MD 21212
5. Medical Arts Building
101 W. Read Street
Suite 518
Baltimore, MD 21201
6. Oakwood Professional Building
7845 Oakwood Road
Suite 105
Glen Burnie, MD 21061
7. Parkanna Medical Center
4000 Annapolis Road
Baltimore, MD 21227

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. _____ of the Financing Statement records of Anne Arundel Co.
RECORDED IN LIBER 119 FOLIO 195/ ON May 9, 1968 (DATE)

1. DEBTOR: Name SIMPSON LAND CO., INC.
Address Rt. 301 Annapolis, Maryland T/A Holiday Inn Motel

2. SECURED PARTY: Name CITIZENS BANK OF MARYLAND
Address Riverdale, Maryland

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

CHECK [] FORM OF STATEMENT

| | | |
|--|---|---|
| <input type="checkbox"/> A. CONTINUATION... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | <input type="checkbox"/> B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: <input type="checkbox"/> PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... | <input checked="" type="checkbox"/> C. TERMINATION..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
| <input type="checkbox"/> D. ASSIGNMENT..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below) | | <input type="checkbox"/> E. OTHER..... (Such as "amendment"; if amendment, both Debtor and Secured Party must sign) |

RECORD FEE 10.00
POSTAGE .50
H061270 CITY R04 T1545
03/03/88

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

Dated February 24, 1988

Citizens Bank of Maryland
Daniel C. Tippet *VP*
(Signature of Secured Party)

Daniel C. Tippet
Type or Print Above Name on Above Line

87-10

* RETURN TO:
Cheryl Frank, Esq.
Silver, Freedman & Taff
1735 Eye Street, N.W., 11th Floor
Washington, DC 20006

15.00

STATEMENT OF AMENDMENT
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 the Circuit Court of Anne Arundel County, in liber 506, folio 373, on December 31, 1986.

1. NAME AND ADDRESS OF DEBTOR:

Newth Morris Company
7354 Baltimore Annapolis Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 10.00

2. NAME AND ADDRESS OF SECURED PARTY:

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21201

POSTAGE .50

AMOUNT PAID FOR 115102

03/03/88

AH

3. Item 3 of the original Financing Statement referred to above is amended in its entirety to read as follows:

"All assets of the Debtor, whether now owned or hereafter acquired, including but not limited to, accounts, chattel paper, documents, equipment, machinery, leasehold improvements, fixtures, general intangibles, contract rights, deposits, prepayments, trademarks, patents, registered name and processes, goods, instruments, inventory, receivables, bank accounts and deposits, franchises, licenses, permits, leases, trade names, and motor vehicles, subject to security interests granted in favor of the Secured Party, including those described in the Loan Agreement and the Deed of Trust and Security Agreement between the Debtor and the Secured Party dated as of December 30, 1986, as modified pursuant to a Modification of Deed of Trust dated as of December 29, 1987, and all related Loan Documents as described therein."

4. The reference to the principal balance of \$450,000 is increased to \$462,000.

1550

DEBTOR:

Newth Morris Company

SECURED PARTY:

Mercantile-Safe Deposit
and Trust Company

By: *James H. Marshall* (SEAL)

By: *J. S. Kelly, Jr.* (SEAL)

RETURN TO:

Linda H. Jones, Esquire
Gallagher, Evelius & Jones
218 North Charles Street
Suite 400
Baltimore, Maryland 21201
(301) 727-7702

5102b

32.673.7
2/18/88

871876

FINANCING STATEMENT

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

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

| | |
|-------------------------------|---|
| 1. Debtor: | Address: |
| Eagle Development Corporation | P.O. Box 1304 Glen Burnie, Maryland 21061 Attn: William J. Wroten |

| | |
|----------------------------|---|
| 2. Secured Party: | Address: |
| Provident Bank of Maryland | 114 E. Lexington Street Baltimore, Maryland 21202 Attn: Commercial Real Estate Department |

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or

RECORD FEE 17.00
POSTAGE .50
AH

03/03/88

Handwritten scribbles



additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

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

(c) All documents, instruments, general intangibles, chattel papers, contract rights (including the rights of the Debtor under the Contracts of Sale as defined in the Acquisition, Development and Revolving Construction Loan Agreement between the Debtor and the Secured Party) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Raymond E. Schlissler and Alex J. Guggenheim, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

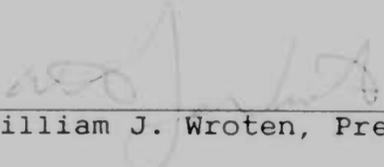
5. Proceeds of collateral are covered hereunder.

200. 523 - 599

6. The land consists of 91 subdivided lots containing approximately 30.076 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

EAGLE DEVELOPMENT CORPORATION

By: 
William J. Wroten, President

Dated: FEBRUARY 25, 1988

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

BOOK 523 PAGE 509

Exhibit A

All those lots of ground situate in the Fourth Election District of Anne Arundel County, Maryland, as shown on the Plats entitled "Greenbriar" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, folios 43 and 44 and as being more particularly described and shown on recorded in Plat Book 109, folio 44, as follows:

BEING KNOWN AND DESIGNATED FOR THE FIRST as Lots Numbered 1 through 91, inclusive.

BEING KNOWN AND DESIGNATED FOR THE SECOND as those Open Spaces Numbered 1 through 4 (Open Space No. 1 also known as Stormwater Management Easement No. 1), inclusive.

BEING KNOWN AND DESIGNATED FOR THE THIRD as those roads known as Greenknoll Boulevard, Greenknoll Court, Knoll Acres Road, and Briar's Knoll Way.

BEING KNOWN AND DESIGNATED FOR THE FOURTH as those Recreation Areas Numbered 1 through 3, inclusive.

BEING KNOWN AND DESIGNATED FOR THE FIFTH as those Stormwater Management Easements Numbered 1 and 2 (Stormwater Management Easement No. 1 also known as Open Space No. 1).

BEING KNOWN AND DESIGNATED FOR THE SIXTH as the 100-year Floodplain Area.

BEING AND INTENDING to describe all of that tract of land containing 30.076 acres shown on the Plats hereinabove referred to.

de
Mail to

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

071877

BOOK 523 PAGE 510

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) Pasadena Furniture and Appliance Co., Inc. Address(es) 2926 Mountain Road Pasadena, Maryland 21122

6 Secured Party Maryland National Bank Address: Department ACCU **RECORD FEE 11.00**
 Attention Lisa Edwards Post Office Box 987, Mailstop 500-501 **1.00**
 Baltimore, Maryland 21203. **207-650-0111 ext 109429**

(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, Pasadena Furniture and Appliance Co., Inc.

Secured Party, Maryland National Bank

By: John R. Kenney (Seal)
Type name and title, if any.
John R. Kenney, President

By: C. Ann Abruzzo (Seal)

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

C. Ann Abruzzo, Assistant Vice President
Type name and title

MARYLAND NATIONAL BANK

11/10 Mail to Md Natl Bank

625740

BOOK 523 PAGE 511

2021888TMD
A-1B-1

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

MARCH 2, 1988

Not subject to Recordation Tax
Principal amount of debt secured is:
\$700,000.00

RECORD FEE 19.00
POSTAGE .50
8867560 0345 008 110110

FINANCING STATEMENT

- 1. DEBTOR: Address: 03/04/88
BROADWATER FARMS JOINT VENTURE, c/o County Utilities Corporation
a Maryland general partnership 8830 Cameron Street, Suite 604
Silver Spring, Maryland 20910
Attention: Mr. Irvin Polashuk
- 2. SECURED PARTY: Address:
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department
- 3. TRUSTEES: Address:
WILLIAM E. THOMPSON and 8401 Colesville Road
MARY C. SWAIN Silver Spring, Maryland 20910
Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum

19.50

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]

523 - 513

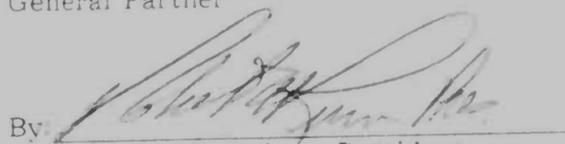
ATTEST:

DEBTOR:

BROADWATER FARMS JOINT VENTURE,
a Maryland general partnership

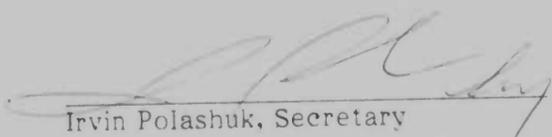
By: BROADWATER FARMS CORPORATION
NUMBER ONE,
a Maryland corporation,
General Partner

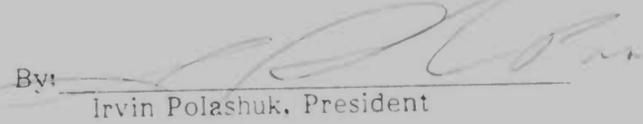

Robert E. Reiver, Secretary

By: 
Robert E. Reiver, President

[CORPORATE SEAL]

By: BROADWATER FARMS CORPORATION
NUMBER TWO,
a Maryland corporation,
General Partner


Irvin Polashuk, Secretary

By: 
Irvin Polashuk, President

[CORPORATE SEAL]

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

BEGINNING for the same at a fence corner on the west side of the County Road leading from the State Road which runs from Shadyside to Deale, said point of beginning also being at a point where the prolongation of the south line of the Churchton colored school property intersects the west side of said County Road; thence with the west side of said road, South 36°30' East, 1246.5 ft. to a fence corner at the end of the north line of the property now belonging to Rogers; thence with this north line and along a line of fence, South 49°15' West, 500.7 ft. to a fence corner; thence with the west line of said Rogers property, South 32°30' East, 201 ft.; thence South 43°32' West, 45 ft. to the water edge of Broadwater Creek; thence with Broadwater Creek, North 73°10' West, 232.6 ft.; South 12°04' West, 235.5 ft.; South 48° 04' West, 138.2 ft., and North 66°38' West, 110 ft.; thence in a course running slightly south of west and with the general line of the swamp at the head of Broadwater Creek, 840 ft., more or less, to intersect a fence line which is the westernmost line of the property herein described; thence with this fence line, North 32°51' West, 942 ft. to the south side of the State Road leading from Shadyside to Deale; thence with the south side of this road, North 58°59' East, 299 ft.; North 52°59' East, 1100.4 ft. and North 49°47' East, 107 ft.; thence leaving said road and running with a line of fence North 55°04' East, 223.7 ft. to the place of beginning. Containing 51.52 acres, more or less, according to plat and survey by J.R. McCrone, Jr., in March, 1942.

SAVINGS AND EXCEPTING therefrom all of that parcel of ground as described in a deed dated April 26, 1979, and recorded among the Land Records of Anne Arundel County in Liber 3195, folio 810, being therein described as Lots 1-27, inclusive, together with the beds of all widening strips and private rights of way as well as the recreation areas as shown on the plat entitled "SPYGLASS PLAT ONE", recorded in Plat Book 69, page 49.

THE REMAINDER being also known as "SPYGLASS PLAT TWO", as recorded in Plat Book 69, page 50, excepting therefrom lots 40, 41, 45, 69, 70 and 74.

Exhibit "A"

(Property Description)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

523 PAGE 515
Identifying File No. 271882

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Classic Car Wash, Ltd.
Address 536 Higgins Drive, Odenton, MD 21113

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Crain Highway, Glen Burnie, MD 21061

Charles W. Ayres, Jr., P.O. Box 670, 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) None

4. This financing statement covers the following types (or items) of property: (list)
All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at 1103 Md Rt. 3 South, Crofton, Maryland. All Debtor's inventory.
To include but not limited to the property listed in Exhibit A attached.
CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
1103 Md Rt 3 South, Crofton, MD 21113 Parcel 85/377

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

CLASSIC CAR WASH, LTD.
By: [Signature]
(Signature of Debtor)

William W. McNemar, President
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE
By: [Signature]
(Signature of Secured Party)
Stephen G. Boyd
Senior Vice President
Type or Print Above Signature on Above Line

Exhibit A

LIBER 523 - 515-A

CLASSIC CAR WASH, LTD.

Equipment List

Hanna Car Wash
Conveyor Upgrade
Wheel Brite Applicator
Correlator
Tire Wash Management
15 H.P. Vacuum System
Vacuum Accessories
Computer Programs
I.D. Function Sign
Delux Panels
Stainless Steel Leg Covers
Preparation Units (2)
Floor Heater
Towels (200 lb.)
Uni Mac Washer/Extractor
Hot Water Heater
4 Fragrance Mister
Stripper (blower/dryer)
Cash Register
5 Menu Signs
Air Compressor
Matt Washer
Compu-Wash Computer

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 516

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 2/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sundance Corporation

Address 1213 Annapolis Road, Odenton, MD 21113

2. SECURED PARTY

Name The Bank of Glen Burnie

Address 101 Crain Highway

Glen Burnie, MD 21061

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

Charles W. Ayres, Jr., P.O. Box 670, Glen Burnie, MD 21061

3. Maturity date of obligation (if any) None

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

All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at 1213 Annapolis Road, Odenton, Maryland. All Debtor's inventory. To include but not limited to the property listed in Exhibit A attached. CHECK THE LINES WHICH APPLY

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

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

1213 Annapolis Road, Odenton, MD 21113

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SUNDANCE CORPORATION

By: [Signature] (Signature of Debtor)

William W. McNemar, President Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

By: [Signature] (Signature of Secured Party)

Stephen G. Boyd, Sr. Vice Pres.

Type or Print Above Signature on Above Line

271003

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12/1/88

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SUNDANCE CORPORATION

Equipment List

- 3 Cat 630 Plunger Pumps
- 3 5 H.P. 30 TEFC Electric Motors
- 2 Data Center
- 2 11 Gauge Stainless Steel Welded Coin Boxes
- 2 Multi Voltage Solid State Timers
- 3 Paraplate BR5-2 Adj. Pressure Regulators
- 3 Glycerin Filled Pressure Gauges
- 3 Stainless Steel Tanks
- 1 Wax System
- 1 Cold Water Rinse System
- 2 Imersion Heaters
- 1 Automatic Freeze Prevention System
- 1 Simonize Pressure Poly Glaze System
- 1 Automatic Powered Detergent to Liquid Dispenser
- 2 Bay Equipment
- Complete Copper and Brass Plumbing
- 1 Control Computer
- 1 Correlator
- 1 Conveyor
- 1 Chemical Tire Applicator
- 2 Soaping and Rinse Arches
- 2 Wrap Around Brushes
- 1 Top Brush
- 2 Rocker Panels
- 2 Window and Van Brushes
- 1 Air Dryer
- 1 Wash Reclaim
- 1 Hydraulic System
- 1 Primary Soaper

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 in
Liber 517, Folio 415

Roll No. _____ Page No. _____
Identification No. _____ Dated September 4, 1987

1. Debtor(s) { Cross Creek Ent., 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 17405-7068
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: Amendment <input type="checkbox"/> (Indicate whether amendment, termination, etc.) See Exhibit A</p> |

RECORD FEE 30.00
POSTAGE .50
AH

Dated: February 17, 1988 By: Cross Creek Ent., Inc.
[Signature]

Dated: February 17, 1988
York Federal Savings & Loan Association
Name of Secured Party
Harry R. Price
Signature of Secured Party
Harry R. Price, Vice President
Type or Print (Include Title if Company)

10-50

EXHIBIT A

523 PAGE 519

BEING KNOWN AND DESIGNATED as Lot Nos. 7, 72, and 73 as shown on the Plat entitled, "Final Plat, Plat 1B, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 102.

BEING KNOWN AND DESIGNATED as Lot No. 121, as shown on the Plat entitled, "Final Plat, Plat 3, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 104.

771824 301 523 PVE 520

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 \$160,000.00

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.

FINANCING STATEMENT

1. Debtor: Address:
 - Ferndale Township 100 West Maple Road
 - Limited Partnership Linthicum, Maryland 21090
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 February 21, 1990
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

16 50

(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:

Ferndale Township Limited Partnership, a Maryland Limited Partnership

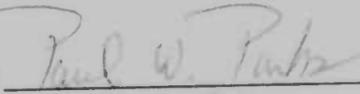
Secured Parties:

Mercantile Mortgage Corporation

By:


Kenneth A. Pippin
General Partner

By:


Paul W. Parks,
President

(SEAL)

BOOK 523 PAGE 522

Mercantile-Safe Deposit and
Trust Company

By: [Signature] (SEAL)
Ronald D. [Signature] Vice President

Dated: FEBRUARY 22, 1988

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

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044

LBR/dca
42209/8470



500 523 PAGE 523

EXHIBIT A

ALL THAT PROPERTY situate lying and being in the Fifth Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 489, 490, 491, 492, 492A, 492B, 500, 501, 502, 503, and 504, Ferndale Farms, Section 'C', as shown on a Plat entitled, "New Plan of Ferndale Farms, Section 'C'", which Plat is recorded along the Land Records of Anne Arundel County in Plat Book No. 15, folio 21.



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 523 PAGE 524

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

LivingWell (South), Inc.
1234 St. Andrews Road
Columbia, South Carolina 29210

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

First City National Bank of Houston, as Agent
for itself, Manufacturers National Bank of
Detroit, InterFirst Bank Fannin and Banque
Paribas, Houston Agency
1001 Main Street
Houston, Texas 77002

4. This statement refers to original

Financing Statement No. 505-559

Date filed December 4, 1986

Check only This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____

5. A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B. TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C. PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

RECORD FEE 12.00

POSTAGE .50

#071530 0345 R03 113:27

03/04/88

AH

FIRST CITY NATIONAL BANK OF HOUSTON, as Agent
for itself, Manufacturers National Bank of
Detroit, Interfirst Bank Fannin and Banque
Paribas, Houston Agency

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—FORM E 1354—CLARKE & COURTS, INC.

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-3 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

MARYLAND FINANCING STATEMENT

Page 523 Page 525

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

971686

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

1. LESSEE Hollerbach Equipment Co., Inc.
(Name or Names)
8414 Washington Blvd. Jessup, Maryland 20794
(Address) PSB 726

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 Perpetual Savings Bank, F.S.B.
(Name or Names)
250 W. Pratt Street Suite 950 Baltimore, Maryland 21201
(Address)

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

One - AST Computer System to include: 286 Premium System Model 80, 2 Mb RAM, 72 Mb Hard Disc, 1.2 Mb Floppy, 1 - Monochrome Monitor, 8 - Port Expansion Board, Tape Backup System, Zenix Operating System, 2 Display Stations, 2 - Citizens Printers, Model MSP55, Safe Battery Backup, Printer Cables

RECORD FEE 11.00
POSTAGE .50
M071800 0777 H03 114:30
03/04/88

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

AH

LESSEE
Hollerbach Equipment Co., Inc.
By: T.R. Hollerbach PRES
(T. R. Hollerbach 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)
(Type or print name of person signing)

Return to:

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

1750

523 526

MARYLAND FINANCING STATEMENT

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

271887

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

1. LESSEE B & G Whole Foods Company, Inc.
5 North Homeland Avenue (Name or Names) Annapolis, Maryland 21401
(Address) CI 2489

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 (Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:
One- Delta 20 Mb Dual Model XT Computer; One- Monochrome Monitor

RECORD FEE 11.00
POSTAGE .50
M/T 1810 0717 003 114730
03/04/88
AH

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

LESSEE
B & G Whole Foods Company, Inc.
By: Lou W. Gammel (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. Connolly (Title) Manager
Brian G. Connolly (Title)
(Type or print name of person signing)

Return to:

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

1750

271533

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))
 PATRICK MURPHY BESWICK
 33 WAYSON'S CT.
 LOTHIAN, MD 20711

2. Secured Party(ies) Name(s) and Address(es)
 ACCENT MOBILE HOMES
 7401 MOORE ROAD
 BRANYWINE, MD 20613

3. No. of Additional Sheets Presented

4. The Debtor is a transmitting utility

4. For Filing Office Use: Date Time No. Filing Office
 REGISTERED COPY 10/31/88

5. This Financing Statement covers the following types of items of property:
 1988 HAMPSHIRE 22110848X
 56 X 14 SKYLINE Rooms

6. Assignee(s) of Secured Party and Address(es)
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401

To include 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 retail security agreement.

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,

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)

PATRICK MURPHY BESWICK
 By: *Patrick Murphy Beswick* Signature(s) of Debtor(s)

Crescent Financial, Inc.
 By: *Gladyx Bror* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) Filing Office Copy - Numerical 11-50

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

(3-83)

STATE OF MARYLAND

FINANCING STATEMENT

FORM NC-1

523

PAGE 528

Identifying File No.

071839

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

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

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

This financing statement Dated 12/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Zantop International Airlines, Inc.

Address Willow Run Airport Ypsilanti, MI 48197 or P.O. Box 8613 BWI Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Security Pacific Business Credit Inc.

Address One East 22nd Street Lombard, IL 60148

RECORD FEE 21.00
POSTAGE .50
MAY 12 1988
03-14/88
MH

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

3. Maturity date of obligation (if any)

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

See attached Exhibits "A" and "B" for descriptions of collateral.

Name and address of Assignee

Filed with Clerk of the Court, Anne Arundel County, MD.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Zantop International Airlines, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Security Pacific Business Credit Inc.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

601

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EXHIBIT "A"

All personal property and fixtures of the debtor wherever located and whether now owned or in existence or hereafter acquired or created, including goods, documents, instruments, general intangibles, chattel paper, accounts, and contract rights, such terms having the meanings ascribed by the Uniform Commercial Code. This financing statement also covers those airframes, engines, propellers, and aircraft parts described in the attached Exhibit "B". Fixtures installed or to be installed at: Willow Run Airport, Ypsilanti, MI 48197; 2850 Tyler Road, Ypsilanti, MI 48197.

EXHIBIT "B"

523 530

Zantop Aircraft

Forty-five (45) aircrafts, identified as follows: 21 Lockheed L-188 Electras, 11 Convair CV-640s, 7 McDonnell Douglas DC-8-62s, and 6 McDonnell Douglas DC-6s. The aircrafts' registration and serial numbers are as follows:

| <u>Manufacturer & Model</u> | <u>Manufacturer's Serial Number</u> | <u>FAA Registration Number</u> |
|-------------------------------------|---|--|
| Lockheed Electra | | |
| L-188C | 1079 | N281F |
| " | 1084 | N282F |
| " | 1104 | N284F |
| " | 1107 | N285F |
| " | 1146 | N286F |
| " | 1148 | N287F |
| " | 1110 | N289F |
| " | 1133 | N290F |
| " | 1012 | N5507 |
| L-188A | 1014 | N5510L |
| " | 1017 | N5512 |
| " | 1023 | N5517 |
| " | 1033 | N5522 |
| " | 1109 | N340HA |
| L-188C | 1035 | N341HA |
| L-188A | 1128 | N342HA |
| L-188C | 1053 | N343HA |
| L-188A | 1038 | N344HA |
| " | 1098 | N345HA |
| L-188C | 1043 | N346HA |
| L-188A | 1075 | N347HA |
| L-188C | | |

| <u>Manufacturer & Model</u> | <u>Manufacturer's Serial Number</u> | FAA 523 531 <u>Registration Number</u> |
|-------------------------------------|---|---|
| Convair | | |
| CV-640 | 27 | N3410 |
| " | 66 | N5509K |
| " | 76 | N5510K |
| " | 171 | N5511K |
| " | 134 | N5512K |
| " | 133 | N5515K |
| " | 332 | N640R |
| " | 88 | N73137 |
| " | 58 | N7529U |
| "** | 48 | N3417 |
| "** | 64 | N3420 |
| McDonnell Douglas | | |
| DC-8-62AF | 46162 | N810ZA |
| " | 46154 | N811ZA |
| " | 46028 | N812ZA |
| DC-8-62* | 46139 | N813ZA |
| DC-8-62AF | 45956 | N814ZA |
| DC-8-62* | 46024 | N815ZA |
| DC-8-62* | 46068 | N816ZA |
| DC-8-62* | 44075 | N1281 |
| DC-6A | 44073 | N34957 |
| " | 43549 | N3549H |
| DC-6B | 44061 | N4061K |
| " | 43525 | N41840 |
| " | 45201 | N515TS |

together with all aircraft engines, propellers, appliances, equipment, instruments, and accessories (including, without limitation, radio and radar) from time to time thereto belonging, owned by the Company and installed in or appurtenant to said aircraft.

*Converted passenger aircraft

**Aircraft under lease by AFC Leasing Corp. to Viking International Airlines, Inc.

AIRCRAFT ENGINES

Two hundred twenty-three (223) aircraft engines, each such engine having 750 or more rated take off horsepower or the equivalent thereof, identified as follows:

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---|--------------|-------------------------------------|
| Allison Divison of General Motors Corporation | 501D13 | 500004 |
| " | " | 500510 |
| " | " | 500512 |
| " | " | 500516 |
| " | " | 500520 |
| " | " | 500530 |
| " | " | 500537 |
| " | " | 500538 |
| " | " | 500539 |
| " | " | 500542 |
| " | " | 500543 |
| " | " | 500561 |
| " | " | 500562 |
| " | " | 500565 |
| " | " | 500566 |
| " | " | 500569 |
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| " | " | 500770 |
| " | " | 500774 |
| " | " | 500778 |

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---|--------------|-------------------------------------|
| Allison Division of General Motors Corp. | 501D13 | 500779 |
| " | " | 500780 |
| " | " | 500788 |
| " | " | 500800 |
| " | " | 500804 |
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| " | " | 501213 |
| " | " | 501231 |
| " | " | 501236 |

523 534

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---|--------------|---|
| Allison Division of General Motors Corp. | 501D13 | 501292 |
| " | " | 501298 |
| " | " | 501306 |
| " | " | 501316 |
| " | " | 501320 |
| " | " | 501322 |
| " | " | 501354 |
| " | " | 501374 |
| " | " | 501393 |
| " | " | 501394 |
| " | " | 501413 |
| " | " | 501456 |
| " | " | 501464 |
| " | " | 501468 |
| " | " | 501489 |
| " | " | 501499 |
| " | " | 501503 |
| " | " | 501508 |
| " | " | 501516 |
| " | " | 501531 |
| " | " | 501547 |
| " | " | 501667 |
| " | " | 501705 |
| " | " | 500940 |
| " | " | 501069 |

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---------------------|----------------------|-------------------------------------|
| | 523 | 535 |
| Rolls-Royce | Dart RDa-10 MK 542-4 | 40003 |
| " | " | 40004* |
| " | " | 40006 |
| " | " | 40008 |
| " | " | 40023 |
| " | " | 40027 |
| " | " | 40028 |
| " | " | 40029 |
| " | " | 40030 |
| " | " | 40031 |
| " | " | 40032 |
| " | " | 40038 |
| " | " | 40039 |
| " | " | 40043 |
| " | " | 40049 |
| " | " | 40054 |
| " | " | 40055 |
| " | " | 40061 |
| " | " | 40063 |
| " | " | 40064 |
| " | " | 40069 |
| " | " | 40079 |
| " | " | 40092 |
| " | " | 40099 |
| " | " | 40101 |
| " | " | 40109 |
| " | " | 40124* |
| " | " | 40136* |
| " | " | 40172* |

*Engines under lease by AFC Leasing Corp, to Viking International Airlines, Inc.

523 536

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|--|---------------|---|
| Pratt & Whitney Division of United Aircraft Corporation | R2800 CB16/17 | 510508 |
| " | " | 56476 |
| " | " | NK510205 |
| " | " | P27708 |
| " | " | P28319 |
| " | " | P31105 |
| " | " | P31113 |
| " | " | P31256 |
| " | " | P31943 |
| " | " | P54311 |
| " | " | P29788 |
| " | " | P32242 |
| " | " | P32788 |
| " | " | P32802 |
| " | " | P33219 |
| " | " | P33324 |
| " | " | P33545 |
| " | " | P33740 |
| " | " | P33779 |
| " | " | P33921 |
| " | " | P34133 |
| " | " | P34137 |
| " | " | P34607 |
| " | " | P34766 |
| " | " | P34958 |
| " | " | P35650 |
| " | " | P35666 |
| " | " | P36587 |
| " | " | P36625 |
| " | " | P36977 |
| " | " | P37028 |
| " | " | P36760 |
| " | " | P36932 |

537
PAGE 523

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---------------------|--------------|-------------------------------------|
| Pratt & Whitney | JT3D | 669565 |
| " | " | 678988 |
| " | " | 669627 |
| " | " | 669644 |
| " | " | 669797 |
| " | " | 671141 |
| " | " | 669376 |
| " | " | 645570 |
| " | " | 669435 |
| " | " | 645807 |
| " | " | 669377 |
| " | " | 669795 |
| " | " | 669660 |
| " | " | 678999 |
| " | " | 669790 |
| " | " | 670963 |
| " | " | 669801 |
| " | " | 645769 |
| " | " | 669443 |
| " | " | 669791 |
| " | " | 669798 |
| " | " | 669526 |
| " | " | 669628 |
| " | " | 671320 |
| " | " | 671143 |
| " | " | 671238 |
| " | " | 671186 |
| " | " | 644953 |
| " | " | 669346 |
| " | " | 669360 |
| " | " | 669484 |
| " | " | 669564 |
| " | " | 669634 |
| " | " | 669690 |
| " | " | 669793 |
| " | JT3D-7 | 671233 |
| " | " | 671240 |
| " | " | 671259 |

together with all equipment and accessories thereto belonging, by whomsoever manufactured, owned by the Company and installed in or appurtenant to said aircraft engines.

PROPELLERS

301- 523 PAGE 539

One hundred ninety (190) propellers, each such propeller being capable of absorbing 750 or more rated take-off horsepower or the equivalent thereof, identified as follows:

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---------------------|-------------------|---|
| Dowty Roto1 | R.245/4-40-4.5/13 | 128/67* |
| " | " | 135/65 |
| " | " | 186/65 |
| " | " | 152/66 |
| " | " | 154/66* |
| " | " | 175/66 |
| " | " | 176/66 |
| " | " | 231/65 |
| " | " | 231/66 |
| " | " | 246/65 |
| " | " | 309/65 |
| " | " | 328/65 |
| " | " | 376/65 |
| " | " | 379/65 |
| " | " | 329/65 |
| " | " | 330/65 |
| " | " | 378/65 |
| " | " | 332/65 |
| " | " | 385/65 |
| " | " | 397/65* |
| " | " | 43/66 |
| " | " | 393/65 |
| " | " | 44/66 |
| " | " | 37/65 |
| " | " | 394/65 |
| " | " | 45/66 |
| " | " | 46/66 |
| " | " | 49/66* |
| " | " | 51/66 |

*Propellers under lease by AFC Leasing Corp. to Viking International Airlines, Inc.

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|--|--------------|-------------------------------------|
| Hamilton Standard Division of United Aircraft Corporation | 43E60 | 181112 |
| " | " | 181471 |
| " | " | 183585 |
| " | " | 183897 |
| " | " | 183919 |
| " | " | 184207 |
| " | " | 184266 |
| " | " | 184777 |
| " | " | 184778 |
| " | " | 185406 |
| " | " | CS1879 |
| " | " | 188242 |
| " | " | 196759 |
| " | " | 198017 |
| " | " | 198447 |
| " | " | 199654 |
| " | " | 199653 |
| " | " | 199716 |
| " | " | 200793 |
| " | " | 201669 |
| " | " | 202366 |
| " | " | 208114 |
| " | " | 209118 |
| " | " | 210290 |
| " | " | 213511 |
| " | " | AP13035 |
| " | " | 167867 |
| " | " | 178763 |
| " | " | 182572 |
| " | " | 185896 |
| " | " | 195981 |
| " | " | 199672 |
| " | " | 199716-AA |
| " | " | 166887 |
| " | " | 166921 |
| " | " | 169554 |
| " | " | 172116 |
| " | " | 172471 |
| " | " | 172473 |
| " | " | 172474 |
| " | " | 172680 |
| " | " | 172865 |
| " | " | 173417 |
| " | " | 173703 |
| " | " | 174086 |
| " | " | 174402 |
| " | " | 175327 |
| " | " | 175330 |
| " | " | 175769 |
| " | " | 176292 |
| " | " | 176700 |
| " | " | 176812 |
| " | " | 179738 |

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|------------------------------------|--------------|-------------------------------------|
| Allison Division of General Motors | A6441FN606 | P121 |
| " | " " | P152/HC961 |
| " | " | P195 |
| " | " | P237/HC836 |
| " | " | P283/HC2037 |
| " | " | P169/HC698 |
| " | " | P473 |
| " | " | P232 |
| " | " | P354 |
| " | " | P477 |
| " | " | P507 |
| " | " | P602 |
| " | " | P644 |
| " | " | P783/HC558 |
| " | " | P790/HC802 |
| " | " | P476 |
| " | " | P881 |
| " | " | P104/HC2251 |
| " | " | P111 |
| " | " | P1168/WY12154 |
| " | " | P123 |
| " | " | P126 |
| " | " | P136 |
| " | " | P142 |
| " | " | P478 |
| " | " | P155 |
| " | " | P173 |
| " | " | P202 |
| " | " | P50HC140 |
| " | " | P227/HC2420 |
| " | " | P238 |
| " | " | P279 |
| " | " | P314 |
| " | " | P361 |
| " | " | P386 |
| " | " | P403/HC220 |
| " | " | P44 |
| " | " | P51 |
| " | " | P546 |
| " | " | P561 |
| " | " | P60 |
| " | " | P660 |
| " | " | P70 |
| " | " | P78 |
| " | " | P83 |
| " | " | P85 |
| " | " | P234 |
| " | " | P236/HC553 |
| " | " | P182 |
| " | " | P422/HC953 |

523 541

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---------------------------------------|--------------|---|
| Allison Division of General Motors | A6441FN606 | P330 |
| " | | P375 |
| " | | P55 |
| " | | P159/HC549 |
| " | | P170 |
| " | | P176 |
| " | | P194 |
| " | | P198/HC143 |
| " | | P207 |
| " | | P277 |
| " | | P302 |
| " | | P310 |
| " | | P323/HC74 |
| " | | P449 |
| " | | P463 |
| " | | P48 |
| " | | P500 |
| " | | P514/HC2514 |
| " | | P529 |
| " | | P575/HC550 |
| " | | P6 |
| " | | P8 |
| " | | P719 |
| " | | P79/HC138 |
| " | | P799 |
| " | | P807 |
| " | | P838 |
| " | | P843 |
| " | | P861 |
| " | | P912/HC444 |
| " | | P850 |
| " | | P795 |
| " | | P765 |
| " | | P794 |
| " | | P975 |
| " | | P927 |
| " | | P919 |
| " | | P948 |
| " | | F108 |
| " | | P406 |
| " | | P43 |
| " | | P533 |
| " | | P592/HC2086 |
| " | | P634/HC2704 |
| " | | P701/HC12248 |
| " | | P703/HC559 |
| " | | P775/HC363 |
| " | | P804/HC2009 |
| " | | P847 |
| " | | P898/HC437 |

| <u>Manufacturer</u> | <u>Model</u> | <u>Manufacturer's Serial Number</u> |
|---------------------------------------|--------------|---|
| Allison Division of General Motors | A6441FN606 | P249 |
| " | " | P211 |
| " | " | P910 |
| " | " | P919 |
| " | " | P1080 |
| " | " | P1024 |
| " | " | P1006/HC2453 |
| " | " | P1090 |

together with all equipment and accessories thereto belonging, by whomsoever
manufactured, owned by the Company and installed in or appurtenant to said
aircraft propellers.

Account Number
3777700233

523 543

TERMINATION STATEMENT

RECORD: Liber. 472 Folio 538 File No. 251797 (recorde 4/27/84)

Record in Land Records

DEBTOR Robert L. Mann and Janet Mann
(Name or Names)

73 Milburn Circle Pasadena, Maryland 21122 (A.A.CO.)
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
12/04/88
AM

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

Rita Guertler
Rita Guertler

BY: D.M. Polk
D.M. Polk Asst. Operations Officer

Dated February 18, 1988

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 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) _____
 M & M Amusement, Inc. 325 Roesler Rd., Glen Burnie, MD 21061

RECORDED FEE 11.00
 POSTAGE .50

6. Secured Party
 Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md
 Louis Wilner 21061
 Attention _____

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.

M & M Amusement, Inc _____ (Seal)
 _____ (Seal)
 Larry J. Wilner - Pres
 _____ (Seal)
 Larry J. Wilner
 _____ (Seal)

Secured Party
 Willow Enterprises, Inc _____ (Seal)

 Louis Wilner - Sec Treas

Assignee- Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

1150

SCHEDULE A

523 PAGE 545

This Schedule A is attached to and made a part of a
installment contract dated March 1, 1988 between M & M Amusement, Inc

(Buyer) and Willow Enterprises, Inc (Seller)

3 Atari Rolling Thunder Video Amusements-02393-02397-02399
3 Taito Operation Wolf Amusement Guns- 191992-191998-192203
3 S.N.K. Guerilla Wars- 10756-10762

271501

800 523 PAGE 546

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

3 Maturity date (if any)

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

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

2 Secured Party(ies) and address(es)

CUMMINS WAGNER COMPANY
10939 MARYLAND RT. 32
ANNAPOLIS JCT., MD 70701

CRC CREDIT
23950 COMMERCE PARK
BEACHWOOD, OHIO 44122

SEARCH FEE 11.00

POSTAGE .50

REGISTERED STATE FEE 715.10

03/04/88

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

- 1 MSU9604 256 MB DISK DRIVE
- 1 MSC9670 DISK CONTROLLER

AW

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: Secretary of State, State of Maryland
This instrument prepared by SECURED PARTY

CUMMINS WAGNER COMPANY
By: W.S. Bachman, Jr. - Treasurer
Signature(s) of Debtor(s)

CRC Credit
By: Michael Wick, Pres.
Signature(s) of Secured Party(ies)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical

11.80

REC-523 FILE 547

271992

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)

Paul E. Berez, M.D.
Jane E. Daniel, M.D.
207 Ridgley Avenue
Annapolis, MD 21401

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

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062

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

RECORD FEE 18.00

POSTAGE .50

RECORDS DEPT NO3 115411

03/04/89

4. This financing statement covers the following type(s) of property:

S72259R81125B

All exam room furniture/medical equipment supplied by Beltway Office Furniture, Inc. and specifically described on attached Schedule "A."

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

Deerfield Federal
Savings & Loan
745 Deerfield Road
Deerfield, IL 60015

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

See attached lease page for

Affiliated Capital Corp.

By debtor's original signature.

Signature(s) of Debtor(s)

By

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

Affiliated Capital



LESSOR

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062
1-800-323-5007
(312) 564-5180

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LEASE Office Use Only

No. S72259B81125B

Refer to Above No. On All Correspondence

NAME AND ADDRESS OF LESSEE:

Paul B. Berez, M.D.
Jane E. Daniel, M.D.
207 Ridgley Avenue
Annapolis, MD. 21401

NAME AND ADDRESS OF SUPPLIER:

Beltway Office Furniture, Inc.
7982 Penn-Randall Place
Upper Marlboro, MD. 20772

Contact: Dr. Paul Berez Phone # (301)261-6969 Salesperson: Teresa Prentice Phone # (301)736-7326

| Quantity | Description of Leased Equipment (include model and serial numbers) | Price |
|---------------------------|--|--------------------------|
| SEE ATTACHED SCHEDULE "A" | | |
| | | Sales Tax 75.13 |
| | | Other |
| | | TOTAL \$ 1,577.68 |

| SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE | | | | SCHEDULE OF RENEWAL TERMS |
|--|------------------------|----------------|-----------------------------|-----------------------------------|
| Effective Date of Lease | First Rent Payment Due | Terms of Lease | Amount of each Rent Payment | 60.74 PAYABLE ANNUALLY IN ADVANCE |
| 3-1-88 | 3-1-88 | 36 | 60.74 | |
| Office Use Only | | | | |
| No. of Months | | | | |

Special Terms and Conditions:

TERMS AND CONDITIONS OF LEASE

1. **LEASE** LESSOR hereby leases to the above named lessee, hereinafter called "LESSEE" and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions hereinafter set forth.

2. **DISCLAIMER OF WARRANTIES** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day in which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE's duty to pay all rents due and perform all obligations as set forth in this Lease.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges. LESSEE hereby authorizes LESSOR to so adjust said amounts on the date thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amount.

7. **TAXES** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, Federal, state or local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES** Title is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to LESSEE and any other charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE's right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date 3/1/88
Linda Shroven
Linda Shroven, ACP
Affiliated Capital Corp. (Authorized Officer)
Office Use Only

Date February 25, 1988
Paul B. Berez, M.D.
Paul B. Berez, M.D.
Jane E. Daniel, M.D.
Name of Lessee
Paul Berez
Signature
J. Daniel
Title

THIS IS A NON-CANCELLABLE LEASE
ORIGINAL SIGNATURE REQUIRED ON ALL PAGES

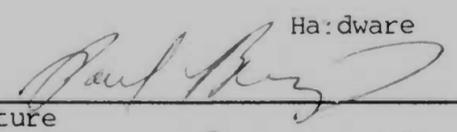
LEASE COPY 2

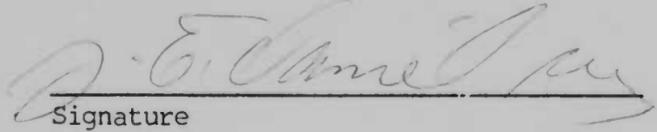
BELTWAY OFFICE FURNITURE, INC.

Office and Computer Furniture
 7982 Penn-Randall Pl. / Upper Marlboro, MD 20772 / Telephone 736-7326

SCHEDULE "A"

| <u>QTY.</u> | <u>Item #</u> | <u>Description</u> | <u>Inv. Each</u> | <u>Total</u> |
|-------------|---------------|--|------------------|--------------|
| 1 ea. | | Hamilton Exam Table (Used) Color: Blue Base/White Top | | \$ 600.00 |
| 2 ea. | | Exam Stools (Used) | \$20.00 | \$ 40.00 |
| 1 ea. | | Wall Hung Otoscope/Opthmascope 3.5 v. (Used) | | \$ 250.00 |
| 2 ea. | | Reflex Hammers | | N/C |
| 2 ea. | | Pinwheels | \$ 2.50 | \$ 5.00 |
| 1 ea. | | Suture Forceps | | \$ 12.00 |
| 3 ea. | | Vaginal Speculums (Used) | \$15.00 | \$ 45.00 |
| 2 ea. | | B. D. Units w/Wall Basket: (Used) | \$40.00 | \$ 80.00 |
| 1 ea. | EAL | Mayo Stand (Used) Color: White | | \$ 15.00 |
| 2 ea. | | Goosneck Lamps (New) | \$42.00 | \$ 84.00 |
| 1 ea. | | Mayo Stand Stainless Steel | | \$ 45.00 |
| 1 ea. | | Tongue Blade Jar (Used) | | \$ 2.00 |
| 1 ea. | | Stainless Steel Jar | | \$ 10.00 |
| 1 ea. | 20000 | Otoscope Head (New) | | \$ 95.15 |
| 1 ea. | 12810 | Opthmascope Head (New) | | \$ 105.00 |
| 10ea. | | Door Pockets Color: Putty | \$10.38 | \$ 103.80 |

Hardware

 Signature


 Signature

| | |
|---------------|------------|
| Sub Total | \$ 10.00 |
| MD. Sales Tax | \$1,502.15 |
| Delivery | \$ 75.13 |
| Total Due | N/C |
| | \$1,577.68 |

February 25, 1988
 Date

STATE OF MARYLAND

271593

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 USA Telecommunications, Inc.

Address 6269 Franconia Rd., Alexandria, VA 22310

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 Exhibit A attached hereto and made a part hereof.

Name and address of Assignee
RECORDED FEE 11.00
POSTAGE 1.00
AUTOMATIC DTT No. 125413

Equipment location: 889 Airport Park Rd., Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

EQUIPMENT IS LEASED. FILED FOR INFORMATION ONLY.
NOT SUBJECT TO RECORDATION TAX.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William L. Collins
(Signature of Debtor)

William L. Collins
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1150

R. C. Heaney
(Signature of Secured Party)

R. C. Heaney
Type or Print Above Signature on Above Line

Page 5511

12/14/88
AH

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT 2004 523 PAGE 551 UCC-1

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

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

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

1. DEBTOR: Arundel Crane Service Corporation
(Name or Names)
113 Holsum Way, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

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

One - 1976 JLG Model 40 Manlift, S/N 728456

RECORD FEE 11.00
POSTAGE .50
M/T2460 DTTI 403 115:15
13/04/88

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

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Arundel Crane Service Corporation
By: James E. Skelton, Vice President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Robert E. Polack, President
(Type or print name of person signing)

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

Return To: Secured Party

1130

STATE OF MARYLAND

271835

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 Feb. 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Masonry & Concrete, Inc.

Address 3256 Wendlyn Way, Edgewater, Maryland 21037

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340

Aberdeen, Maryland 21001

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

3. Maturity date of obligation (if any) _____

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

One - Used 1985 Case Uniloader 1835B
S.N. 9867184

RECORD FEE 11.00
Name and address of Assignee
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

CHECK THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Daniel F. Smith Pres.
(Signature of Debtor) Title

Daniel F. Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)
Barclay D. Tucker II
Tucker Equipment Company
Type or Print Above Signature on Above Line

BOOK 523 PAGE 552

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271806

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Feb. 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Equipment Corp. Of America
Address 1061 Turkey Point Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340
Aberdeen, Maryland 21001
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

One - Used 1977 CASE 580C Loader/Backhoe
S.N. 8957620

Name and address of Assignee
RECORD FEE 11.00
FUTURE CITY 115-17
03/04/88

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)

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

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

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

Handwritten signature of Robin N. Thompson - president
(Signature of Debtor) Title
Robin N. Thompson - pres. for the corporation
Type or Print Above Name on Above Line

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

Handwritten signature of Barclay D. Tucker II
(Signature of Secured Party)
Barclay D. Tucker II
Type or Print Above Signature on Above Line

BOOK 523 PAGE 553

STATE OF MARYLAND

271907

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 Brown, Alvin Alexander T/A Browns Hauling & Painting
Address 805 Brooke Ct. Apt. B Annapolis, Md 21401

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743
Credit Alliance Corporation 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)

ASSIGNEE OF THE SECURED PARTY:

"All machinery, inventory, equipment and goods as described in Credit Alliance Corporation attached entire Agreement &/or in any Schedule prepared in P.O. Box 1680 connection therewith. This UCC form together with the attached 500 DiGiulian Blvd. Security Agreement &/or Schedule are being submitted for filing Glen Burnie, MD 21061 herewith as a financing statement."

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alvin Alexander Brown T/A Browns Hauling & Painting

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

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

1250

RECORD FEE 12.00
SEARCH FEE .50
TOTAL FEE 12.50
03/24/88

CONDITIONAL SALE CONTRACT NOTE Alvin Alexander Brown T/A

TO: Washington Freightliner, Inc. (Seller)
201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 (Address of Seller)

FROM: Browns Hauling & Painting (Buyer)
805 Brooke Ct. Apt. B Annapolis, MD 21401 (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Used 1979 Freightliner Dump Truck
Model FLC12064, S/N 6B413HP163070

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$43,138.32; (2) Less DOWN PAYMENT IN CASH \$15,000.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$28,138.32

* See Schedule "A" attached hereto and made a part hereof for payment schedule.

The property purchased shall remain personalty and not become part of realty and shall be located and kept for use at: 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 Twenty eight thousand one hundred thirty eight and 32/100 Dollars (\$28,138.32)

being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 15 day of April, 1988, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ -0-

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 kind 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: February 26, 1988
Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

Alvin Alexander Brown T/A (SEAL)
Browns Hauling & Painting
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: Alvin A. Brown (SEAL)
Co-Buyer-Maker: Alvin A. Brown
(Print Name of Co-Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any 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-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

| | | | |
|-----------------------|-----------|--------|--|
| Date: _____, 19 _____ | | (SEAL) | |
| | | | (Corporate, Partnership or Trade Name or Individual Signature) |
| (Witness) | By: _____ | | (Signature: Title of Officer, "Partner" or "Proprietor") |

PAGE 523 OF 555 -A

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 26, 1988

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee, and Alvin Alexander Brown T/A Browns Hauling & Painting 805 Brooke Ct. Apt. 3 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 or nature which we have per- taining 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, on any assignment and on any contract of guaranty or surety applicable to the contract, 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 com- plied, 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 ow- ing 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 encum- brances (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. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. 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. In the event that Credit shall grant a refund credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accor- dance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 28,138.32

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26 day of February, 19 88. Washington Freightliner, Inc. (Seal)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized of- ficer 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

271800

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 Irvine Erectors, Inc.
Address Rt. 170 & Dorsey Rd. Harmans, MD 21077

2. SECURED PARTY

Name Bob Bell Ford, Inc.
Address 7125 Ritchie Hwy. Glen Burnie, MD 21061
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

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

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

RECORDING FEE 17.00
POSTAGE .50
RECEIVED DISTRICT CLERK 03/04/88
HX

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)

Irvine Erectors, 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
CREDIT ALLIANCE ADMIN. V.P.

1712

REF 523 558-A

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: _____, 19 _____ (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

2007 523 550

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 February 29, 1988

between Bob Bell Ford, Inc. as Seller/Lessor/Mortgagee,

and Irving Erectors, Inc. Rt. 170 & Dorsey Rd. Harnans, MD 21077 (Address)

(Name) 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, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. 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. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 47,000.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of February, 1988

Bob Bell Ford, Inc. (Seal)
By: [Signature] (Seller/Lessor/Mortgagee)

(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.)

523 559

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 February 29, 1988,

between Bob Bell Ford, Inc. as Seller/Lessor/Mortgagee, and Irving Erectors, Inc. Rt. 170 & Dorsey Rd. Harmans, MD 21077 (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, on any assignment and on any contract of guaranty or surety applicable to the contract, 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. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. 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. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 47,673.14

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of February, 1988

Bob Bell Ford, Inc. (Seal) By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

2007 523 PRE 560

271990

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 Ashby L. Shepherd, III
Address 5626 Greenock Rd., Lothian, MD 20711

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

- New John Deere 332 Lawn & Garden Tractor
S/N M00332X477210
- New John Deere 50" midmower
S/N M01013X581679

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)

Ashby L. Shepherd III
(Signature of Debtor)

Ashby L. Shepherd III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

1750

800 523 PAGE 561

271901

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

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
xxx Subject to Recordation Tax on prin-
cipal amount of \$50,000.00.....

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> |
|-----------------------------------|--|
| Tidewater Hardwood Lumber Company | Pennsylvania Railroad Station Harmans, Maryland 21077 |

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

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

RECORD FEE 11.00
RECORD TAX 350.00

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

RECORD FEE .50
RECORD TAX 115.00
03/04/85

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

See attached Schedule "A"

" Complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof."

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

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

Debtor

Secured Party (Assignee)

Tidewater Hardwood Lumber Company.....

THE CITIZENS NATIONAL BANK

By: Malcolm E. Henry

By: J. Robert Thomas
J. Robert Thomas
Vice President

By:

Type or print all names and titles under signatures.

315
350
50

SCHEDULE DESCRIBING COLLATERAL

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

DESCRIPTION OF COLLATERAL

SCHEDULE "A"

BOOK 523 PAGE 562

ONE HYSTER Model H165H
Basic Capacity: 16,500 lbs. @ 24" Load Center
Perkins Diesel Engine
Manual Transmission
Plantary Drive Axle
Tilt Limitors: 16 deg. Forward, 15 deg. Backward
Set of 6 9.00 X 20 - 12 PR Drive Tires
Upright: 2 Stage
Dimensions: 212.5" Lift
156.0" Lowered
Carriage: 90" Integral S/S Carriage
Forks: 72" Polish and Tapered
Valving: 3 Way
Hose Group: 3 Way
Hydraulic Brakes
Plantery Drive Axle
Heavy Duty Air Cleaner
Hoist Cylinder Guard
Heavy Duty Seat

WITNESS:----- (SEAL)

WITNESS:----- (SEAL)

ADDRESS:----- (STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

J. Robert Thomas (Signature) Vice President

Tidewater Hardwood Lumber Co.
BY: (Signature) TITLE Malcolm E. Henry, President



SECOND NATIONAL

FEDERAL SAVINGS BANK

800-523-563

FINANCING STATEMENT

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

1. Name of Debtor(s) (or Assignor) and address:

Lallie, Inc.
P.O. Box 6400, 101 Gibraltar St.
Annapolis, Md. 21401

271902

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

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

All of the debtors inventory, and accounts receivable now owned or hereafter acquired, together with all cash and non-cash proceeds and products.

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

The underlying secured transaction is not subject to recordation tax

The underlying secured transaction is subject to recordation tax on the principal amount of \$ ___

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

RECORD FEE 12.00

STAGE .50

#072640 0777 803 116709

03/04/88

AM

Debtor(s)

Secured Party:

Lallie, Inc.
by: Carl Farnham, President

BY: T. J. Berger
(Authorized Signature)
T. J. Berger, Regional 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.)

DATED: March 2, 1988

REV. 2/84

12

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

~~BALTIMORE CITY MARYLAND~~
 Anne Arundel County
 Identifying File No. 271973

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ n/a

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

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

1. DEBTOR

Name J. Warren Walker & Son, Inc.
 Address 6812 Fort Smallwood Road, Baltimore, Maryland 21226

2. SECURED PARTY

Name Ingersoll-Rand Company
 Address 5681 Main Street, Elkridge, Maryland 21227

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

3. Maturity Date of obligation (if any) _____

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

(1) Ingersoll-Rand Air Compressor Model P185WJD S/N 159403 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee
Ingersoll-Rand Financial Corp
210 Goddard Blvd.
King of Prussia, PA 19406

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 affixed or to be affixed to: (describe real estate) _____

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

J. Warren Walker & Son, Inc.
 (Signature of Debtor)

J. Warren Walker & Son, Inc.
 Type or Print Above Name on Above Line

J. Warren Walker, President
 (Signature of Debtor)

J. Warren Walker
 Type or Print Above Signature on Above Line

See Attached 9/A
 (Signature of Secured Party)

Ingersoll-Rand Company
 Type or Print Above Signature on Above Line

11/50

523 PAGE 564

03/04/88
 AH

**INGERSOLL-RAND
LEASING/FINANCING**

SECURITY AGREEMENT

I. The undersigned Debtor, has been quoted both a time and cash price and hereby purchases from the undersigned Secured Party on a time price basis the Collateral described in Paragraph III, subject to the terms and conditions set forth on both sides hereof.

DOWN PAYMENT

- 1. Cash Price
 - a. Equipment Cost \$ 10,800.00
 - b. Freight Handling \$
 - c. Taxes \$
 - Total a, b and c: \$ 10,800.00
- 2. Down Payment \$ 2,150.00
- 3. Unpaid Cash Balance (1 minus 2) \$ 8,650.00
- 4. Other Charges
 - a. Official Fees \$ 30.00
 - b. Insurance \$ to furnish
 - c. Other \$
 - Total a, b and c \$ 30.00
- 5. Unpaid Balance (3 + 4) \$ 8,680.00
- 6. Time Price Differential \$
- 7. Time Balance (5 + 6) \$ 8,680.00
- 8. Time Sales Price (2 + 7) \$ 10,830.00

| Description of Trade-In Equipment | | | Serial Number | Trade-in Allowance |
|-----------------------------------|------|-------|--|--------------------|
| Description | Make | Model | | |
| NA | NA | NA | NA | \$ -0- |
| NA | NA | NA | NA | \$ -0- |
| Total Trade-In Allowance | | | TRADE-IN GUARANTEED FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN BELOW | \$ -0- |
| LESS OWING TO | | | | \$ -0- |
| NET TRADE-IN ALLOWANCE | | | | \$ -0- |
| APPLIED RENTALS | | | | \$ -0- |
| CASH DOWN PAYMENT | | | | \$ 2,150.00 |
| TOTAL DOWN PAYMENT (TO LINE 2) | | | | \$ 2,150.00 |

II. The Debtor hereby grants the Secured Party a Security Interest in the Collateral described in Paragraph III to secure the Obligations of the Debtor to the Secured Party under Paragraph IV. Said Security Interest and this Security Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Maryland.

III. THE COLLATERAL FOR THIS SECURITY AGREEMENT IS:

1 - Ingersoll-Rand 215WSD Air Compressor, SN 159403 and all attachments and accessories thereto.

Including all attachments, accessories, replacements and substitutions thereto and all proceeds and products thereof, together with all documents, general intangibles, contract rights, instruments, accounts and chattel paper arising out of the leasing, sale or other disposition thereof. Notwithstanding the foregoing, the Debtor is not authorized to dispose of the Collateral. The Collateral shall remain personal property regardless of the manner of affixation to any real property, and will be physically located and retained at 6812 Fort Smallwood Rd.

City of Baltimore, State of Maryland 21226
County of Anne Arundel

IV. DEBTOR'S OBLIGATIONS

1. Obligation to pay

a. The Debtor shall pay to the Secured Party the Time Balance in 24 consecutive installments; the first installment due 2/1/77 (Date) and subsequent installments due the same date MONTHLY (monthly, unless otherwise specified) thereafter. Each installment shall be in the amount of \$ 375.60 except the final installment which shall be \$ 0/2, or payments to be paid in installments per such attached schedule (Payment Schedule attached), together with any and all liabilities, direct, indirect, absolute, or contingent now owing or hereafter arising of the Debtor to the Secured Party.

b. Charges for Overdue Installments

Debtor shall pay to the Secured Party a delinquency charge of five cents (5¢) per dollar on any installment overdue and unpaid for more than 10 days after it is due for every month said installment is past due, but in no event shall such payment exceed the maximum charge permitted under applicable state law.

c. Collection Costs

Debtor shall pay to the Secured Party reasonable costs of collection of money due and unpaid including, but not limited to, reasonable attorneys' fees, and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, repair, refurbishing, and selling the Collateral shall be chargeable to Debtor and payable as part of such costs.

d. Acceleration

Upon default, Debtor shall pay immediately to Secured Party if Secured Party so elects, the entire remaining unpaid Time Balance under this Security Agreement and all other obligations of Debtor to Secured Party plus interest from the date of default at the rate of 24% per annum, but in no event more than the maximum rate permitted under applicable state law.

2. Additional Obligations

a. Protection of the Collateral. The Collateral:

i) Will be used solely for business or for commercial purposes (other than farming) and shall not be affixed to any real property in such a manner or in any way to become a fixture.

THE DEBTOR HAS MADE AN INDEPENDENT INVESTIGATION OF THE PURCHASED COLLATERAL AND HAS RELIED SOLELY ON HIS OWN INVESTIGATION, BARGAINING AND JUDGMENT IN REFERENCE THERETO IN ENTERING INTO THIS AGREEMENT. THE DEBTOR HAS NOT RELIED OR ACTED UPON ANY REPRESENTATIONS OR WARRANTIES ON THE PART OF THE SECURED PARTY OR SECURED PARTY'S AGENT NOT SPECIFICALLY SET FORTH HEREIN. DEBTOR UNDERSTANDS AND AGREES THAT THE SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, THE FITNESS OF THE COLLATERAL FOR A PARTICULAR PURPOSE OR WITH RESPECT TO INFRINGEMENT OR THE LIKE UNLESS THEY ARE IN WRITING AND ENDORSED BY BOTH THE SECURED PARTY AND DEBTOR. THIS PARAGRAPH MAY NOT BE MODIFIED, AMENDED, DISCHARGED OR TERMINATED BY ANY WRITING OR ANY ACTION, INACTION, CONDUCT OR PAST DEALING OF THE PARTIES HERETO.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO.

Executed this 27 day of March, 1977

Debtor Acknowledges having read and received a copy of this Agreement and the continuous authority to enter into this Agreement.

SECURED PARTY
INGERSOLL-RAND COMPANY
Name of Individual , Corporation or Partnership
By [Signature]
Title BRADLEY V. DEWEE, Office Mgr.
5681 Main St.
Street Address
Elkridge, MD. 21227
City, County, State & Zip

DEBTOR
J. WARREN WALKER & SON INC.
Name of Individual , Corporation or Partnership
By [Signature]
Title President
6812 Fort Smallwood Road
Street Address
Baltimore, MD. 21226
City, County, State & Zip

STATE OF MARYLAND

271904

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 The Pasadena Investment Corporation d/b/a Chesterfield Plaza Super Thrift

Address New Tickneck Road and Mountain Road
Pasadena, Maryland 21122

2. SECURED PARTY

Name P. A. & S. Small Company

Address 1100 North Sherman Street

York, Pennsylvania 17405
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 inventory and ~~_____~~ located in Debtor's store at New Tickneck Road and Mountain Road, Pasadena, Anne Arundel County, Maryland, including all after acquired inventory and ~~_____~~ and any proceeds of the aforementioned collateral.

Name and address of Assignee

RECORD FEE 12.00

POSTAGE .50

#07230 EXT. PUB. TR. 15

03/04/88

AH

51031970

CHECK THE LINES WHICH APPLY

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

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

Chesterfield Plaza Super Thrift
Chesterfield Plaza
New Tickneck Road and Mountain Road
Pasadena, Maryland 21122

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

THE PASADENA INVESTMENT CORPORATION

By: Ed Lauer
(Signature of Debtor)

Ed Lauer, President
Type or Print Above Name on Above Line

Ed Lauer
(Signature of Debtor)

EDWARD B. LAUER
Type or Print Above Signature on Above Line

P.A. & S. SMALL COMPANY

Richard Ilgenfritz
(Signature of Secured Party)

Richard Ilgenfritz, Vice President
Type or Print Above Signature on Above Line

1880

523 PAGE 566

271905

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 270,440.11
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
A-A Recycle and Sand, Inc.
1320 N. Monroe Street
Baltimore, Maryland 21217
 (Name)
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Lloyd B. Harrison
 (Name of Loan Officer)
40 W. Chesapeake Avenue, Suite 308
 (Address)
Towson, Maryland 21204

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

RECORDATION FEE 12.00
 POSTAGE .50
 03/24/83 11:16:17
 03/24/83
 444

All machinery, equipment, furniture, fixtures, and all other personal property, including any leasehold interests therein, and all rights, replacement parts, and annexations thereto, and any maintenance agreements applicable thereto, now owned or hereafter acquired or held by or due to or payable to the Debtor, and proceeds (including insurance proceeds) of all of the above.

HEREBY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION TAX IN THE AMOUNT OF \$149.00 HAS BEEN PAID TO BALTIMORE CITY
 May 1983
 McSwain

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)
A-A Recycle and Sand, Inc. (Seal)
 X (Signature) (Seal)
Calvin H. Coblentz, President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR) (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

Additional location: 6931 Baltimore-Annapolis Blvd.
Baltimore, Maryland 21225

1150

L/R 4410

800 523 FILE 568

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 442 Page No. 489
Identification No. 239263 Dated October 9, 1981

1. Debtor(s) { Parkway Industrial Center, Leslie Legum, and Douglas Legum
Name or Names - Print or Type
7257 Parkway Drive, Hanover, Maryland 21076
Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
25 South Charles Street, Baltimore, Maryland 21201
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

POSTAGE 24.00
MAY 11 1982 110437
12-07-88
AA

Dated: 12/22/80

The First National Bank of Maryland
(Name of Secured Party)

Louis P. Mathews, Jr.
(Signature of Secured Party)

Louis P. Mathews, Jr., Vice President
Type or Print (Include Title if Company)

19

EXHIBIT "A"

All those lots and parcels of ground situate in the Fifth Assessment District of Anne Arundel County and in Baltimore City, all in the State of Maryland, and described as follows, that is to say:

PARCEL 1:

BEING known and designated as Lots Nos. 1 and 2 on the Plat entitled "Resubdivision Lots 1 and 2, Section One, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 42, folio 13.

PARCEL 2:

BEING known and designated as Lot No. 6 as shown on Plat entitled "Section Seven, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 44, folio 39.

PARCEL 3:

BEING known and designated as Lot No. 8 as shown on Plat entitled "Section Four, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 37, folio 3, and also Lot No. 8A as shown on a Plat entitled "Part of Section 1 and 2, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 40, folio 9.

PARCEL 4:

BEING known and designated as Lot No. 13 as shown on Plat entitled "Section Eight, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 47, folio 48.

PARCEL 5:

BEING known and designated as Lot No. 12 as shown on the Plat entitled "Section Eight, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 47, folio 48.

TOGETHER WITH the benefit of a Permanent Parking Easement existing over the Southwestern portion of Lot No. 13 as shown on the Plat entitled "Section Eight, Parkway Industrial Center", which Plat is recorded as aforesaid, containing 1.397 acres of land, more or less, created by a Deed of Declaration and Easement Agreement made by Parkway Industrial Center and The Equitable Trust Company dated November 16, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3149, folio 643, and as shown on a Plat recorded in W.G.L. No. 3144, folio 702.

PARCEL 6:

BEING known and designated as Lot No. 15 as shown on Plat entitled "Section Twelve, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 61, folio 39.

PARCEL 7:

BEING known and designated as Lots No. 16 and 16A as shown on Plat entitled "Section Five, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 43, folio 3.

PARCEL 8:

BEING known and designated as Lot 18A as shown on Plat entitled "Section Twelve and Resubdivision Lot 18, Section Nine (P.B. 53-21) Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 61, folio 34.

PARCEL 9:

BEING known and designated as Lots Nos. 21 and 23 as shown on Plat entitled "Section Nine, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 53, folio 21.

PARCEL 10:

BEGINNING for the same at a point where the Northwest side of Parkway Drive eighty (80) feet wide intersects the Northeast side of Dorsey Road, Maryland Route 176 said point also being point No. 1 as shown on the Plat entitled Section Eleven Parkway Industrial Center intended to be recorded among the Land Records of Anne Arundel County, Maryland, running thence with and binding on the Northeast side of said Dorsey Road, (1) 494.97 feet along the arc of a curve to the right having a radius of 3669.72 feet, thence leaving said Dorsey Road for the following two (2) courses and distances viz: (2) North 02 degrees 45 minutes 26 seconds East 199.45 feet, and (3) South 85 degrees 27 minutes 59 seconds West 154.20 feet, to the Northeast side of said Dorsey Road, thence running with and binding on the Northeast side of said Dorsey Road, (4) 23.64 feet along the arc of a curve to the right having a radius of 3669.72 feet to the Southeast side of Race Road thence running with and binding on the Southeast side of said Race Road the following four (4) courses and distances viz: (5) North 37 degrees 30 minutes 53 seconds East 86.76 feet, (6) North 52 degrees 29 minutes 07 seconds West 10.00 feet and (7) North 32 degrees 26 minutes 45 seconds East 323.21 feet and (8) North 28 degrees 02 minutes 35 seconds East 143.23 feet, thence leaving the Southeast side of Race Road, (9) South 87 degrees 00 minutes 10 seconds East 671.02 feet to the West side of the right of way line of the Baltimore and Ohio Railroad, thence running with and binding on the West side of said right of way (10) 466.99 feet along the arc of a curve to the left having a radius of 460.27 feet to the North side of the above mentioned Parkway Drive sixty (60) feet wide thence running with and binding on the North side of said road, (11) South 34 degrees 51 minutes 30 seconds West 338.70 feet to a point where Parkway Drive becomes eighty (80) feet wide thence continuing along the North side of said Parkway Drive now eighty (80) feet wide the following four (4) courses and distances viz: (12) North 55 degrees 08 minutes 30 seconds West 10.00 feet, (13) South 34 degrees 51 minutes 30 seconds West 40.00 feet, (14) 244.48 feet along the arc of a curve to the right having a radius of 360.00 feet and (15) 268.36 feet along the arc of a curve to the left having a radius of 417.49 feet to the place of beginning, containing 16.837 acres of land, more or less.

SAVING AND EXCEPTING a 60 foot Right of Way conveyed by Deed dated May 20, 1966 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. No. 1973, folio 20, from Parkway Industrial Center to Bernard Manekin, Harold Manekin and Leslie Legum, Trustees.

PARCEL 11:

BEGINNING for the same at the corner formed by the intersection of the North side of Saratoga Street with the west side of Guilford Avenue; and running thence Northerly binding on the West side of Guilford Avenue one hundred feet; thence westerly, parallel with Saratoga Street one hundred and eighty-six feet to the east side of Davis Street; thence southerly binding on the east side of Davis Street one hundred feet to the corner formed by the intersection of the north side of Saratoga Street with the East side of Davis Street; thence easterly binding on the North side of Saratoga Street one hundred and eighty-six feet to the place of beginning. The improvements thereon being known as No. 300 Guilford Avenue.

FOR TITLE see the following:

1. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 493, from Hazel L. Hill and husband to the within named Borrower.
2. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 511, from Smith Land and Improvement Corporation to the within named Borrower.
3. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 514, from Industrial Development Corporation to the within named Borrower.
4. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 534, from Jessup Rod and Gun Club, Inc. to the within named Borrower.
5. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 527, from William A. Smith and wife to the within named Borrower.
6. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 555, from Que Holding Corporation to the within named Borrower.
7. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 538, from Samuel Levin and wife to the within named Borrower.
8. Deed dated August 5,, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1889, folio 67, from The Baltimore and Ohio Railroad Company to the within named Borrower.
9. Deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1828, folio 523, from State Roads Commission to the within named Borrower.
10. Deed dated May 20, 1970 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2347, folio 169, from Maryland Department of Forests and Parks to the within named Borrower.
11. Deed dated April 26, 1967 and recorded among the Land Records of Anne Arundel County in Liber J.F.C. No. 2211, folio 35, from Nationwide Papers, Incorporated to the within named Borrower.

Mailed to:

Sehardt & Smith

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 7-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 215094 recorded in
Liber 380 Folio 568 on 12/20/77 at Anne Arundel County

1. DEBTOR(S):
Name(s) Sail America, Inc.
Address(es) Rt. 50 & Ridgely Ave., Annapolis, Md. 21401

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street, Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank, P.O. Box 17068, Mail Stop 090159
Baltimore, Maryland 21203 Attn: A. Singh

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. The Secured party's address to be changed to:
MARYLAND NATIONAL BANK
7178 COLUMBIA GATEWAY DRIVE,
COLUMBIA, MARYLAND 21045, M.S. 090159, ATTN: A. SINGH

RECORD FEE 10.00
POSTAGE .50
NOV 13 1978
12/07/88
AH

9. SIGNATURES.

Sail America, Inc.

Max E. Groves President 2-29-88
Max E. Groves

SECURED PARTY

MARYLAND NATIONAL BANK

By Almege

DEBTOR(S)

(Type, Name and Title)

(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.

10.00

WBD:kwv
02/29/88

BOOK 523 PAGE 573

271011 A:FA036318.FIS

FINANCING STATEMENT RECORDS-
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

RECORD FEE \$7.00
POSTAGE .00

1. Debtor: Address:
SOUTH CREEK REALTY LIMITED c/o Y. J. Lovell (America) Inc.
PARTNERSHIP 9030 Red Branch Road, Suite 200
Columbia, Maryland 21045
Attn: Oliver P. Hand
2. Secured Party: Address:
FIRST AMERICAN BANK OF 8401 Colesville Road
MARYLAND Silver Spring, Maryland 20910
Attn: Real Estate Department
3. THIS FINANCING STATEMENT COVERS:

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

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

67 50

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

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

(e) All of the Debtor's right, title and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts, and (iv) all cash and non-cash proceeds of all of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated March 3, 1988 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

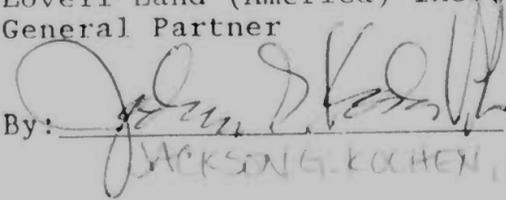
5. Proceeds of collateral are covered by this Financing Statement.

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

DEBTOR:

SOUTH CREEK REALTY LIMITED
PARTNERSHIP

By: Lovell Land (America) Inc.,
General Partner

By:  (SEAL)

JACKSON G. KOCHEN, VP

ABD:kw
02/29/88

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A:FA036318.FIS

By: Rose-West River, Inc.,
General Partner

By: *Mark Kacish* (SEAL)
MARK KACISH, V.P.

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

Natalie A. Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21201

WEST RIVER PLANTATION
137.685 ACRES
ANNE ARUNDEL COUNTY, MARYLAND

BEING all of those parcels described in Liber 2608, Folio 326; Liber 3066, Folio 527 and Liber 3069, Folio 017 as recorded among the land records of Anne Arundel County, Maryland and being more particularly described as follows:

BEGINNING at an iron pipe found on the northeast right of way of Muddy Creek Road (Maryland Route 468) at the south corner of the parcel described in Liber 2608, Folio 326; thence binding on said right of way the following eight calls

1. North 39 degrees 28 minutes 01 seconds West, 25.59 feet; thence
2. North 36 degrees 22 minutes 12 seconds West, 76.66 feet; thence
3. North 34 degrees 34 minutes 51 seconds West, 49.74 feet; thence
4. North 32 degrees 34 minutes 52 seconds West, 49.66 feet; thence
5. North 30 degrees 39 minutes 52 seconds West, 49.70 feet; thence
6. North 29 degrees 09 minutes 52 seconds West, 49.75 feet; thence
7. North 27 degrees 43 minutes 02 seconds West, 51.61 feet; thence
8. North 26 degrees 27 minutes 48 seconds West, 757.01 feet; thence binding on the outline of the parcel described in Liber 1544, Folio 388, the following two calls
9. North 63 degrees 10 minutes 07 seconds East, 400.31 feet; thence
10. North 26 degrees 51 minutes 03 seconds West, 159.47 feet to an iron pipe found; thence binding on the outline of the parcel described in Liber 3315, Folio 106, the following seven calls
11. South 71 degrees 05 minutes 00 seconds East, 612.45 feet to an iron pipe found; thence
12. North 18 degrees 08 minutes 23 seconds East, 264.78 feet to an iron pipe found; thence

13. North 26 degrees 06 minutes 53 seconds East, 197.04 feet to an iron pipe found; thence
14. North 59 degrees 44 minutes 47 seconds East, 476.86 feet to an iron pipe found; thence
15. South 24 degrees 58 minutes 39 seconds East, 74.45 feet; thence
16. North 48 degrees 57 minutes 21 seconds East, 52.05 feet; thence
17. North 79 degrees 41 minutes 21 seconds East, 220.50 feet; thence along the meanders of Ford Creek, the following three calls
18. North 31 degrees 53 minutes 21 seconds East, 64.05 feet; thence
19. North 04 degrees 37 minutes 21 seconds East, 186.80 feet; thence
20. North 28 degrees 21 minutes 18 seconds East, 227.65 feet; thence binding on the outline of the parcel described in Liber 3505, Folio 847, the following four calls
21. South 89 degrees 11 minutes 40 seconds East, 402.34 feet; thence
22. North 58 degrees 46 minutes 53 seconds East, 460.00 feet; thence
23. North 68 degrees 09 minutes 26 seconds East, 519.29 feet; thence
24. North 10 degrees 56 minutes 45 seconds West, 1081.34 feet; thence along the meanders of West River and Normans Creek, the following fourteen calls
25. North 67 degrees 20 minutes 23 seconds East, 86.92 feet to a stone found; thence
26. South 89 degrees 54 minutes 51 seconds East, 131.04 feet; thence
27. South 10 degrees 45 minutes 59 seconds East, 182.67 feet; thence
28. South 52 degrees 53 minutes 51 seconds East, 67.83 feet; thence
29. South 03 degrees 17 minutes 42 seconds East, 303.44 feet; thence

30. South 88 degrees 48 minutes 19 seconds East, 69.81 feet;
thence
31. North 54 degrees 25 minutes 12 seconds East, 91.35 feet;
thence
32. North 22 degrees 54 minutes 53 seconds East, 63.52 feet;
thence
33. North 40 degrees 21 minutes 25 seconds East, 105.59 feet;
thence
34. North 06 degrees 26 minutes 22 seconds East, 228.49 feet;
thence
35. North 40 degrees 01 minutes 31 seconds East, 117.17 feet;
thence
36. North 78 degrees 15 minutes 55 seconds East, 227.20 feet;
thence
37. North 83 degrees 15 minutes 27 seconds East, 106.13 feet;
thence
38. South 58 degrees 33 minutes 50 seconds East, 74.98 feet;
thence binding on the outline of the Bahama View Subdivision
recorded in Plat Book 23, Folio 27, the following two calls
39. South 80 degrees 05 minutes 21 seconds East, 140.40 feet;
thence
40. South 00 degrees 13 minutes 35 seconds East, 378.13 feet to
an iron pipe found; thence
41. South 00 degrees 13 minutes 35 seconds East, 972.04 feet to
an iron pipe found; thence binding on the outline of the
parcel described in Liber 2499, Folio 344, the following two
calls
42. South 04 degrees 11 minutes 38 seconds West, 645.40 feet;
thence
43. South 84 degrees 02 minutes 27 seconds East, 640.11 feet;
thence binding on the west right of way of Chalk Point Road
(30 feet wide), the following two calls
44. South 02 degrees 12 minutes 00 seconds East, 19.79 feet;
thence
45. South 02 degrees 14 minutes 57 seconds West, 73.73 feet;
thence binding on the outline of the parcel described in
Liber LNP1671, Folio 348, the following three calls

GREENHORNE & O'MARA, INC.

46. North 41 degrees 07 minutes 48 seconds West, 34.34 feet; thence
47. North 84 degrees 01 minutes 14 seconds West, 618.29 feet; thence
48. South 01 degrees 47 minutes 33 seconds West, 383.32 feet to an iron pipe found; thence
49. South 01 degrees 26 minutes 45 seconds West, 906.87 feet to an iron pipe found; thence binding on the outline of Oaklands Subdivision recorded in Plat Book 26, Folio 18 and the parcel described in Liber 3370, Folio 171
50. South 86 degrees 18 minutes 43 seconds West, 920.83 feet; thence binding on the outline of the parcel described in Liber 2015, Folio 535, the following thirteen calls
51. North 04 degrees 53 minutes 25 seconds West, 1287.90 feet to an iron pipe found; thence
52. North 04 degrees 52 minutes 32 seconds West, 658.49 feet to a stone found; thence
53. North 01 degrees 16 minutes 40 seconds West, 20.63 feet; thence
54. South 87 degrees 29 minutes 53 seconds West, 145.09 feet; thence
55. South 00 degrees 15 minutes 07 seconds West, 107.30 feet; thence
56. South 33 degrees 52 minutes 10 seconds West, 250.53 feet; thence
57. South 43 degrees 29 minutes 55 seconds West, 112.26 feet; thence
58. South 48 degrees 52 minutes 01 seconds West, 1110.44 feet; thence
59. South 37 degrees 48 minutes 32 seconds West, 373.31 feet; thence
60. South 49 degrees 24 minutes 09 seconds West, 170.12 feet; thence
61. South 39 degrees 18 minutes 47 seconds West, 906.52 feet; thence
62. South 82 degrees 36 minutes 33 seconds West, 195.88 feet; thence

GREENHORNE & O'MARA, INC.

63. North 88 degrees 26 minutes 45 seconds West, 105.07 feet;
thence
64. North 88 degrees 13 minutes 55 seconds West, 25.03 feet to
the point of beginning. Containing 5,997,563 square feet or
137.6851 acres of land more or less.

GREENHORNE & O'MARA, INC.

COZIER PROPERTY
TO
SOUTH CREEK REALTY LIMITED PTNSHP
104.207 ACRES
7TH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe found on the northeast right of way line of Shadyside Road or Maryland 468, 40 feet wide and the centerline of a 24 foot right of way leading from said state road to a tract of land entitled "Norman's Retreat" as recorded among the land records of Anne Arundel County, Maryland in Plat Book 10, Folio 13; thence leaving said 40 foot right of way and binding on the centerline of said 24 foot right of way the following 10 courses and distances

1. South 88 degrees 13 minutes 55 seconds East 25.03 feet;
thence
2. South 88 degrees 26 minutes 45 seconds East 105.07 feet;
thence
3. North 82 degrees 36 minutes 33 seconds East 195.88 feet;
thence
4. North 39 degrees 18 minutes 47 seconds East 906.52 feet;
thence
5. North 49 degrees 24 minutes 09 seconds East 170.12 feet;
thence
6. North 37 degrees 48 minutes 32 seconds East 373.31 feet;
thence
7. North 48 degrees 52 minutes 01 seconds East 1110.44 feet;
thence
8. North 43 degrees 29 minutes 55 seconds East 112.26 feet;
thence
9. North 33 degrees 52 minutes 10 seconds East 250.53 feet;
thence
10. North 0 degrees 15 minutes 07 seconds East 107.30 feet;
thence leaving said right of way and binding on the northern
right of way line of a 15 foot right of way
11. North 87 degrees 29 minutes 53 seconds East 145.09 feet;
thence leaving said right of way
12. South 1 degrees 16 minutes 40 seconds East 20.63 feet to a
stone found; thence

GREENHORNE & O'MARA, INC.

13. South 4 degrees 52 minutes 32 seconds East 658.49 feet to an iron pipe found; thence
14. South 4 degrees 53 minutes 25 seconds East 1287.90 feet to an iron pipe found; thence
15. South 4 degrees 49 minutes 28 seconds East 938.37 feet to an iron pin set on the northern right of way line of Shadyside Road, Maryland Route 468, said pin being North 04 degrees 49 minutes 28 seconds West 45.23 feet from a granite stone found; thence leaving said pin and binding on the northern right of way line of said Shadyside Road, the following 18 courses and distances
16. South 87 degrees 55 minutes 00 seconds West 171.13 feet; thence
17. South 85 degrees 52 minutes 50 seconds West 120.28 feet; thence
18. South 83 degrees 15 minutes 50 seconds West 150.39 feet; thence
19. South 81 degrees 25 minutes 50 seconds West 150.29 feet; thence
20. South 79 degrees 56 minutes 50 seconds West 370.50 feet; thence
21. South 80 degrees 24 minutes 50 seconds West 328.81 feet; thence
22. South 81 degrees 46 minutes 20 seconds West 124.52 feet; thence
23. South 85 degrees 55 minutes 30 seconds West 124.01 feet; thence
24. North 86 degrees 53 minutes 30 seconds West 118.67 feet; thence
25. North 78 degrees 50 minutes 50 seconds West 118.77 feet; thence
26. North 72 degrees 47 minutes 50 seconds West 167.47 feet; thence
27. North 69 degrees 46 minutes 50 seconds West 181.49 feet; thence

GREENHORNE & O'MARA, INC.

28. North 63 degrees 56 minutes 20 seconds West 98.66 feet;
thence
29. North 54 degrees 28 minutes 50 seconds West 98.26 feet;
thence
30. North 44 degrees 05 minutes 50 seconds West 98.49 feet;
thence
31. North 37 degrees 16 minutes 50 seconds West 99.23 feet;
thence
32. North 35 degrees 21 minutes 50 seconds West 314.48 feet;
thence
33. North 35 degrees 13 minutes 00 seconds West 227.16 feet to
the point of beginning of the parcel herein described.

The above described parcel contains 4,539,246 square feet or 104.207 acres of land, more or less.

Being all that land conveyed from Roland G. and Glenna Mae Miller to Irwin and Sophie S. Cozier recorded among the land records of Anne Arundel County, Maryland in Liber 2015, Folio 535 dated September 28, 1966.

December 7, 1987

SOUTH CREEK VIEW
TAX MAP 74, BLOCK 3
PARCEL 27
90.9071 ACRES
ANNE ARUNDEL COUNTY, MARYLAND

BEING all of the parcel 27, Block 3, Tax Map 74 as described in Liber 2562, Folio 625 as recorded among the land records of Anne Arundel County, Maryland and being more particularly described as follows:

BEGINNING at a monument found at the end of a line between this parcel and the parcel described in Liber 2986, Folio 175; thence binding on said line

1. North 10 degrees 26 minutes 52 seconds East, 1861.00 feet; thence binding along the meanders of the shoreline of South Creek, the following calls
2. North 23 degrees 18 minutes 33 seconds East, 89.84 feet; thence
3. North 30 degrees 11 minutes 16 seconds East, 56.97 feet; thence
4. North 04 degrees 44 minutes 49 seconds East, 73.43 feet; thence
5. North 13 degrees 10 minutes 06 seconds West, 25.22 feet; thence
6. North 87 degrees 41 minutes 58 seconds West, 21.43 feet; thence
7. North 14 degrees 12 minutes 41 seconds East, 29.27 feet; thence
8. North 47 degrees 49 minutes 09 seconds East, 40.28 feet; thence
9. North 73 degrees 56 minutes 44 seconds East, 49.91 feet; thence
10. South 57 degrees 50 minutes 12 seconds East, 18.03 feet; thence
11. North 84 degrees 02 minutes 39 seconds East, 60.72 feet; thence
12. South 77 degrees 13 minutes 43 seconds East, 32.88 feet; thence

GREENHORNE & O'MARA, INC.

13. South 72 degrees 34 minutes 17 seconds East, 64.30 feet;
thence
14. South 83 degrees 13 minutes 52 seconds East, 17.69 feet;
thence
15. South 61 degrees 56 minutes 13 seconds East, 175.91 feet;
thence
16. South 38 degrees 01 minutes 08 seconds East, 51.71 feet;
thence
17. South 01 degrees 07 minutes 24 seconds West, 39.79 feet;
thence
18. South 47 degrees 51 minutes 24 seconds West, 50.43 feet;
thence
19. South 45 degrees 31 minutes 55 seconds West, 34.96 feet;
thence
20. South 47 degrees 30 minutes 35 seconds West, 64.92 feet;
thence
21. South 48 degrees 34 minutes 30 seconds West, 31.38 feet;
thence
22. South 49 degrees 16 minutes 47 seconds West, 28.92 feet;
thence
23. South 15 degrees 05 minutes 58 seconds East, 35.28 feet;
thence
24. South 39 degrees 10 minutes 03 seconds East, 39.46 feet;
thence
25. South 61 degrees 35 minutes 26 seconds East, 30.09 feet;
thence
26. North 56 degrees 42 minutes 43 seconds East, 48.16 feet;
thence
27. North 52 degrees 46 minutes 57 seconds East, 59.16 feet;
thence
28. North 85 degrees 22 minutes 19 seconds East, 64.07 feet;
thence
29. South 61 degrees 26 minutes 03 seconds East, 27.82 feet;
thence
30. South 56 degrees 03 minutes 28 seconds East, 42.09 feet;
thence

GREENHORNE & O'MARA, INC.

31. South 41 degrees 51 minutes 19 seconds East, 51.98 feet;
thence
32. South 47 degrees 24 minutes 31 seconds East, 62.52 feet;
thence
33. South 70 degrees 47 minutes 36 seconds East, 63.92 feet;
thence
34. South 89 degrees 33 minutes 29 seconds East, 10.50 feet;
thence
35. South 30 degrees 28 minutes 00 seconds East, 45.02 feet;
thence
36. South 07 degrees 44 minutes 57 seconds East, 66.62 feet;
thence
37. South 06 degrees 45 minutes 52 seconds East, 37.72 feet;
thence
38. South 46 degrees 06 minutes 36 seconds East, 57.95 feet;
thence
39. South 46 degrees 13 minutes 55 seconds East, 55.64 feet;
thence
40. South 37 degrees 54 minutes 10 seconds East, 55.91 feet;
thence
41. South 43 degrees 15 minutes 11 seconds East, 58.00 feet;
thence
42. South 73 degrees 01 minutes 31 seconds East, 65.31 feet;
thence
43. South 38 degrees 28 minutes 58 seconds East, 22.56 feet;
thence
44. South 87 degrees 04 minutes 08 seconds East, 37.32 feet;
thence
45. South 25 degrees 01 minutes 38 seconds East, 18.32 feet;
thence
46. South 86 degrees 42 minutes 48 seconds East, 38.87 feet;
thence
47. South 33 degrees 05 minutes 04 seconds West, 71.04 feet;
thence
48. South 61 degrees 03 minutes 37 seconds West, 50.76 feet;
thence

49. South 31 degrees 07 minutes 45 seconds West, 74.30 feet; thence
50. South 20 degrees 30 minutes 15 seconds West, 63.08 feet; thence
51. South 08 degrees 52 minutes 43 seconds East, 47.54 feet; thence
52. South 15 degrees 12 minutes 46 seconds East, 35.27 feet; thence
53. South 49 degrees 59 minutes 26 seconds East, 26.01 feet; thence
54. South 18 degrees 21 minutes 51 seconds East, 9.29 feet; thence
55. South 09 degrees 01 minutes 45 seconds East, 22.78 feet; thence leaving the shoreline and binding on the common line with the parcel described in Liber 819, Folio 422
56. South 14 degrees 02 minutes 52 seconds West, 807.00 feet to a stone found; thence binding on the outline of the parcel described in Liber WSG15, Folio 392 the following three calls
57. North 70 degrees 03 minutes 20 seconds West, 221.31 feet to a stone found; thence
58. South 16 degrees 34 minutes 57 seconds West, 301.85 feet; thence
59. South 86 degrees 24 minutes 27 seconds East, 237.61 feet to a stone found; thence binding on the common line with the parcel described in Liber 3017, Folio 666
60. South 14 degrees 10 minutes 02 seconds West, 955.67 feet to a stone found; thence binding on the common line with the parcel described in Liber WNW9, Folio 224
61. South 83 degrees 51 minutes 22 seconds West, 187.32 feet; thence binding on the outline of a cemetery described in Liber 2217, Folio 493 the following three calls
62. North 01 degrees 53 minutes 34 seconds West, 209.79 feet to an iron pipe found; thence
63. South 84 degrees 01 minutes 00 seconds West, 208.72 feet to an iron pipe found; thence
64. South 01 degrees 56 minutes 36 seconds East, 209.79 feet; thence binding on the outline of said parcel described in Liber WNW9, Folio 224 the following two calls

65. South 77 degrees 29 minutes 31 seconds West, 175.45 feet to a stone found; thence
66. South 05 degrees 29 minutes 20 seconds East, 1154.34 feet; thence binding on the common line with the parcel described in Liber SH21, Folio 272
67. South 51 degrees 40 minutes 40 seconds West, 438.75 feet; thence binding on the north right of way of Shady Side Road (existing 30 foot right of way)
68. South 84 degrees 16 minutes 45 seconds West, 117.40 feet; thence binding of the common line with the parcel described in Liber 3198, Folio 424 the following two calls
69. North 04 degrees 48 minutes 57 seconds West, 475.04 feet; thence
70. South 78 degrees 59 minutes 40 seconds West, 487.74 feet; thence binding on the common line with the parcel described in Liber 384, Folio 487 the following two calls
71. North 02 degrees 19 minutes 20 seconds West, 839.35 feet to an iron pipe found; thence
72. North 05 degrees 05 minutes 50 seconds West, 474.29 feet; thence binding on the outline of the parcel described in Liber 2986, Folio 175 the following three calls
73. North 80 degrees 37 minutes 09 seconds East, 1117.99 feet; thence
74. North 01 degrees 51 minutes 49 seconds West, 606.78 feet; thence
75. North 86 degrees 14 minutes 20 seconds West, 444.64 feet to the point of beginning. Containing 3,959,913 square feet or 90.9071 acres of land more or less.

STATE OF MARYLAND

FINANCING STATEMENT FORM 500 523 PAGE 589

Identifying File No. 271012

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 March 2, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Castle Home Center, Inc.

Address 842 Maryland Route 3, Gambrills, Md. 21054

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 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) March 2, 1992

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

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

RECORD FEE 11.00

POSTAGE .50

#03740 1345 R03 T14151

03/07/88

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)

Castle Home Center, Inc.

By: *[Signature]* (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Farmers National Bank

By: *[Signature]* (Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

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 (X) NAME OF RECORD OWNER Michael Wagner Gombatz and Laurel B. Gombatz

REC'D FEB 27 1988
271013

ANNE ARUNDEL CHATTEL RECORDS

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

Michael Wagner Gombatz
Laurel B. Gombatz
1128 Severnview Drive
Crownsville, Maryland 21032

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

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Ameribanc Savings Bank
7630 Little River Turnpike
Annandale, Virginia 22003
P.O. Box 1020

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

See Exhibit A

RECORD FEE 14.00

POSTAGE .50

NOTARIAL COSTS \$14.00

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

02-27-88

AH

Describe Real Estate if applicable Lot No. 5, as shown on the Plat entitled STAFFORD ESTATES, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 103, folio 17.

Michael Wagner Gombatz 2/25/88
Michael Wagner Gombatz DATE

Laurel B. Gombatz 2/25/88
Laurel B. Gombatz Date

AMERIBANC SAVINGS BANK

By: Daniel R. Goodwin 2/25/88
Daniel R. Goodwin, Vice President DATE

14-36

This Financing Statement covers the following types or items of property located on the land described ~~in the Exhibit B attached~~ hereto (the "Land") or at the improvements constructed or to be constructed thereon (the "Improvements"):

(i) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof (collectively, the "Personalty"), now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in or used in connection with the Land and Improvements or placed on any part thereof, though not attached thereto. Without limiting the generality of the foregoing, this Financing Statement covers all of the Debtor's present and future "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State wherein the Land is located;

(ii) all leases, lettings and licenses of the Land, Improvements and Personalty or any part thereof (collectively, the "Leases") now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the income, rents, issues and profits payable thereunder;

(iii) all unearned premiums accruing under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, Improvements and Personalty or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Land, Improvements and Personalty by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all of any part of the Land, Improvements or Personalty, including awards for any change of grade of street;

(iv) all right, title and interest of the Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Land, Improvements and Personalty, hereafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Land or Improvements, and all conversions of the security constituting thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;

(v) all deposits held by the Secured Party pursuant to the Deed of Trust hereinafter described for use in the payment of real property taxes, insurance premiums or other charges due in connection with the Land, Improvements and Personalty;

(vi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, rendering, profiles, studies, shop drawings, reports, plat, surveys and the like, and all building permits, certificates of occupancy and the like, and all guaranties and warranties relating to the Land, Improvements and Personalty or appurtenant facilities erected or to be erected;

(vii) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now or hereafter entered into in connection with the construction, use and operation of the Land, Improvements and Personalty or any part thereof, including, without limitation, architect's agreements, construction contracts and subcontracts, liquor licenses, hotel management and operating agreements, and restaurant licenses, if any;

(viii) all of Debtor's rights to any fictitious, trade or other names used in connection with the Land, Improvements or Personalty or the business conducted by Debtor thereon; and

(ix) a security interest in the proceeds of any disposition of all or any of the property described above to the full extent that such security interest is provided for or permissible under the laws of the State in which the Land is located.

* * * * *

This Financing Statement publicizes a Deed of Trust, Assignment of Rents and Security Agreements of even date herewith made by Debtor for the benefit of Secured Party and recorded among the land records of the county in which the Land and Improvements are located.

United Title Ins.
525 Seafield Rd.
Severna Park, MD 21146

BOOK 523 PAGE 112

After Recording, Please Mail to:
Dominion Bank of Northern Virginia
8230 Old Court House Road
Vienna, Virginia 22180

BOOK 523 PAGE 593

271014

FINANCING STATEMENT

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS
OF DEBTOR:

Chrisland Corporation
10645 Railroad Square
Suite 300
Fairfax, Virginia 22030

2. NAME AND ADDRESS
OF SECURED PARTY:

Dominion Bank of Northern Virginia,
National Association
8150 Leesburg Pike
Vienna, Virginia 22180

RECORD FEE 13.00

POSTAGE .50

NOTARIAL FEE 1.00

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

03/07/88

AK

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto.

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land.

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

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2

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the 4th day of March, 1988, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

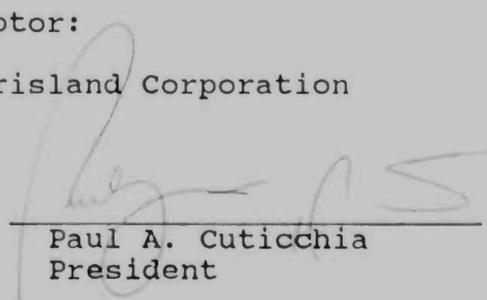
5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement Amendment Number Two of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:

Chrisland Corporation

By


Paul A. Cuticchia
President

Secured Party:

Dominion Bank of Northern
Virginia, National Association

By



Date: March 4, 1988

EXHIBIT "A"

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 1, 2, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 47A, 48, 49, 50, 51, 83, 84, 85 and 86, as shown on a Plat entitled "Plat One, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 91, page 49.

AND

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 14A, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 24A, 25, 26, 27, 28, 29, 29A, 30, 30A, 31, 32, 33, 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, and 82, as shown on a plat entitled "Plat Two, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 97, pages 32 and 33.

1

RECORDING TAX PAID TO SDAT.

3-1-88 \$ 130.55

RECORD IN: Anne Arundel Co, MD.

FINANCING STATEMENT

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

- 1. Name and Address of Debtors: ODC COMMUNICATIONS CORPORATION
a/k/a MaxTel COMMUNICATIONS CORPORATION
4550 Montgomery Avenue,
Suite 1150
Bethesda, Maryland 20814
- 2. Local Address of Debtors: 988 Spa Road
Annapolis, MD 21403
- 3. Name and Address of Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive
Bethesda, Maryland 20817
- 4. This Financing Statement covers the following types (or items) of property:

RECORDING FEE 22.00
 POSTAGE 1.50
 MARCH 13 1988
 AH
 DIS/RC

All of the debtors' interest in personal property and fixtures, whether now or hereafter existing or now or hereafter owned or held, and wherever located, of every kind and description, tangible or intangible, absolute or contingent, legal or equitable, and all proceeds thereof (including, without limitation, all cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents) and including, without limitation, all of the debtors' interest in the following:

(a) all equipment, machinery and other goods, inventory, merchandise, furniture, furnishings, trade fixtures, office supplies, motor vehicles, tools, headends, cameras and other studio equipment, amplifiers, transmitters, converters and similar equipment, cables, antennae, earth stations, connections, towers and associated equipment, wiring, trunk lines, distribution lines, switching facilities, converter boxes, electronics, satellite and terrestrial communications and reception equipment, reception, processing and distribution equipment, interconnection and control equipment, cable television and electronic data communications equipment, recreational equipment, furniture, fixtures and related

99

goods and equipment, meters, oscilloscopes, test sets, electrical power equipment, security systems equipment, "Medic Alert" equipment, all equipment and other goods and property more particularly described in the leases and schedules related thereto by and between PNC Leasing Corporation and Oxford and any subleases or assignments thereof, and all other tangible personal property used in connection with or related to the debtors' operation of any satellite master antenna television ("SMATV") or cable television reception and distribution systems or franchises, together with all parts, fittings, special tools, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto;

(b) all inventory and other goods or supplies customarily classified as inventory;

(c) all licenses, permits or certificates of compliance granted or issued by the Federal Communications Commission (or any successor agency within the federal government);

(d) all other franchises, licenses, authorizations or rights to construct, own, operate, promote, extend and/or exploit any SMATV or cable television reception and distribution systems operated or to be operated by the Borrowers granted by any Governmental Authority (including, without limitation, the Federal Communications Commission or any successor agency within the federal government) and other governmental licenses, franchises, permits, operating rights and other rights, to the extent permitted by the terms thereof and applicable law;

(e) all Service Agreements and all construction, engineering, management and related or similar contracts or binding commitments or understandings, with respect to the construction, installation and operation of SMATV or cable television reception and distribution systems;

(f) all network affiliation, programming, retransmission and other similar contracts and agreements with licensed common carriers or others for the transmission or retransmission and delivery of programming to Subscribers or others including, but not limited to, agreements with CBN Cable Network, Cable News Network, Cable Satellite Public Affairs Network, Home Box Office, Cable Educational Network, Inc., ESPN, Hearst/ABC-Viacom Entertainment Services, MTV Network, Opryland USA, Inc.,

Showtime/The Movie Channel, Inc., Tempo Television, USA Network, United Video, Inc., Eastern Microwave, Inc., Southern Satellite Systems, Inc., and Financial News Network, Inc.;

(g) all leases of property, whether real, personal or mixed;

(h) all contracts, agreements, and understandings with Subscribers and all Subscriber, customer and vendor lists;

(i) all accounts, contract rights, instruments, documents, chattel paper, general intangibles and other rights to receive the payment of money, secured or unsecured, including, without limitation, tax refunds, condemnation proceeds, accounts and notes receivable and rights to receive the payment of money under present or future contracts, whether or not earned by performance; contracts to construct and manage SMATV or cable systems for the account of others and all other obligations or indebtedness owed to the debtors from whatever source arising; all rights of the debtors to receive any payment in money or kind; and all guaranties 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;

(j) all Subscriber or customer lists and other documents containing the names, addresses and other information regarding the debtors' customers, Subscribers or those to whom the debtors provide any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above;

(k) all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items;

(l) all copyrights and literary property rights and trademarks, trade names, service marks, service names and patents and applications in respect thereof, and

rights and licenses thereunder and any other licenses and all other intellectual, proprietary and intangible property;

(m) all other authorizations, easements, rights to access and rights of way, licenses, permits, leases, franchises, contracts or agreements;

(n) all Deposits, cash on hand and in banks, and accounts with banks or other financial institutions, rights in and to policies of insurance and the proceeds thereof, instruments, securities, documents, chattel paper, credits, claims, demands, investments, contract rights, business, going concern value and general intangibles; and

(o) all books, records, ledger sheets, files, warranties, maps, documents, plans, diagrams, blueprints and schematics.

As used herein, the following terms shall have the respective meanings set forth below:

"Deposits" means the Subscribers' converter deposits held by the Debtors.

"ODC" means Oxford Communications Corporation, a Maryland Corporation.

"Oxford" means Oxford Development Corporation, a Maryland Corporation, or its wholly owned subsidiary, Oxford Communications Corporation, a Maryland corporation.

"Service Agreements" means all present and future contracts entered into or acquired by any of the Debtors, pursuant to which any of the Debtors have the right of entry upon the property of others and the right to provide television reception and distribution service to Subscribers.

"Subscribers" means any and all active subscribers to any of the Debtors' SMATV or cable television reception and distribution systems.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtors.

[Signatures on Following Page.]

DEBTORS:

ODC COMMUNICATIONS CORPORATION,
a/k/a MaxTel COMMUNICATIONS
CORPORATION

By: *Thomas Lewis*
Thomas Lewis, President

SECURED PARTY:

SOVRAN BANK/MARYLAND

By: *David A. Wood, Jr.*
David A. Wood, Jr.
First Vice President

Clerk: PLEASE RETURN TO:

SOVRAN BANK/MARYLAND
6610 Rockledge Drive
Bethesda, Maryland 20817
Attn: Loan Documentation

3428J/120287

**END
LIBER**