

**LIBER**

**533**

0-2

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2.  To be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3.  Not Subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of One Hundred Seventy Thousand Dollars (\$170,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names	Addresses
Robert B. Argentieri	8245 Baltimore Annapolis Blvd. Pasadena, Maryland 21122
Kathryn W. Argentieri	8245 Baltimore Annapolis Blvd. Pasadena, Maryland 21122

6. Secured Party	Address
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401

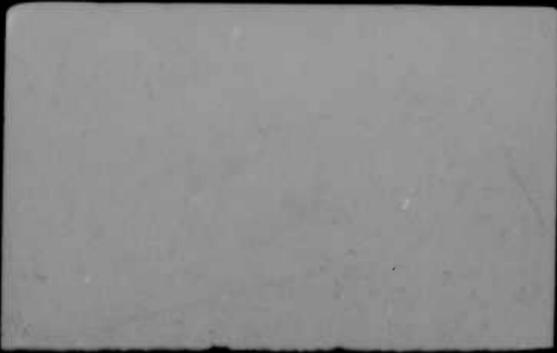
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September, 29, 1988 from Debtor to John M. Suit, II and David D. Truitt, 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 if 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

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-0655

004.52



located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

 (SEAL)  
Robert B. Argentieri

BY:  (SEAL)  
John M. Suit, II - Executive Vice-President

 (SEAL)  
Kathryn W. Argentieri

Mr. Clerk: Please return to:

Pat Weiss  
MANIS, WILKINSON, SNIDER AND  
GOLDSBOROUGH, CHARTERED  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21404-1911

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 5, as shown on a Plat entitled "Plat of Annapolis Pines, Third District, Anne Arundel County", recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, plat 8, now in Plat Book 17, folio 39.

SAVING AND EXCEPTING therefrom, however, that parcel described as follows: Beginning for the same on the southwest side of Old Annapolis Boulevard to a point where the same is intersected by the dividing line between Lot No. 4, and Lot No. 5 on the aforesaid Plat and running thence southwesterly binding on said dividing line seventy-five feet; thence northwesterly parallel with Old Annapolis Boulevard 15 feet; thence northeasterly parallel with said dividing line 75 feet to the southwest side of Old Annapolis Boulevard; thence running southeasterly binding thereon 15 feet to the place of beginning.

BEING the same property acquired by the within Grantor by deed of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)  
 Blossom Genderson 343 Kingsberry Drive  
 Annapolis, Maryland 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles St.  
 Attention: Debra Grimm Documentation Assistant Baltimore, Maryland 21201

RECORD FEE 11.00  
 POSTAGE .50  
 #199010 0777 R03 714:22  
 10/04/88

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  
 Blossom Genderson (Seal) \_\_\_\_\_ (Seal)  
 Blossom Genderson  
 \_\_\_\_\_ (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.

1150

**SCHEDULE A**

BOOK 533 PAGE 05

This Schedule A is attached to and made a part of a Financing Statement by and between Blossom Genderson (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION G CONTINUED

All rights title and interest in any and 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 138 Revell Highway located in Anne Arundel County, Maryland.

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

<p>1. Debtor(s) (Last Name First) and address(es)                  LaRoche Industries Inc.                  Perimeter 400 Center-Center Two                  1100 Johnson Ferry Road                  Atlanta, Georgia 30342</p>	<p>2. Secured Party(ies) and address(es)                  General Electric Credit Corporation                  n/k/a General Electric Capital                  Corporation                  P. O. Box 105105                  Atlanta, Georgia 30348</p>	<p>3. Maturity date (if any):                  For Filing Officer (Date, Time and Filing Office)</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>Book 514, page 45, No. 268328</u>                  Filed with <u>Clerk of Circuit Court of Anne Arundel Co., Maryland</u> Date Filed <u>19</u></p>		<p>RECORD FEE 10.00                  POSTAGE .50                  10/15/89</p>
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.                  6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.                  7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.                  8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.                  9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.                  10.</p>		

Secured Party's rights under the above-referenced financing statement to the property described in such financing statement have been assigned to BT Commercial Corporation, Suite 3600, 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

No. of additional Sheets presented:  
 GENERAL ELECTRIC CAPITAL CORPORATION  
 f/k/a General Electric Credit Corporation

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

By: Clair R. Moore  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical      STANDARD FORM - FORM UCC-3

Subscribed  
11/29

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565

Identification No. \_\_\_\_\_ Dated April 29, 1988

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201 Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 East Lexington Street Baltimore MD 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 Secured Party and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot numbered (19) nineteen as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43, inclusive.

Dated: June 17, 1988

Provident Bank of Maryland  
Name of Secured Party  
Alex J. Suggs  
Signature of Secured Party  
Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

THE CARDINAL TITLE CO. LTD.  
22 CRAIG HOLLOWAY ST.  
CITY CENTER BLDG. 2ND FLOOR

10° 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 9/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE B LINDGREN

Address 654 SHORE ACRES ARNOLD, MD. 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY ANNAPOLIS, MD 21401

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

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

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

- 1 NEW KUBOTA TRACTOR MN# T1400 SN# 16316
- 1 NEW KUBOTA BLADE MN# T2083 SN# 1016
- 1 NEW KUBOTA BAG KIT MN# T3014 SN# 4932

KUBOTA CONTRACT 13400-815579

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

RECORD FEE 11.00  
POSTAGE .50  
#199590 0777 R03 T09:45  
10/05/88

CHECK  THE LINES WHICH APPLY

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

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

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

*George B Lindgren*  
(Signature of Debtor)

GEORGE B. LINDGREN  
Type or Print Above Name on Above Line

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

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

*Ch H Durr* **SECY-TREAS.**  
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.  
Type or Print Above Signature on Above Line

*17.00*

STATE OF MARYLAND  
BOOK 533 PAGE 09  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 274791

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 J. BUBA DBA ICE HOUSE MACHINE

Address 7407 BALTIMORE-MARYLAND BLVD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CENTURY FINANCIAL SERVICES GROUP LTD.

Address 15400 S. OUTER 40 RD STE #104 CHESTERFIELD, MO 63017

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

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

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

2987

Name and address of Assignee  
American Commercial Credit Corp  
P.O. Box 13428  
Reading, PA 19612-3428

1 813976 WINONA-VAN NORMAN XL-2000 CRANKSHAFT BALANCER

RECORD FEE 12.00  
#199640 0777 R03 T09:53  
10/05/88

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JAMES J. BUBA DBA ICE HOUSE MACHINE

*James J. Buba*  
(Signature of Debtor)

JAMES J. BUBA, OWNER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CENTURY FINANCIAL SERVICES GROUP LTD.

*Robert Baker*  
(Signature of Secured Party)

Robert Baker, Vice President  
Type or Print Above Signature on Above Line

12 -

Anne Arundel Co.

COPY FOR FILING OFFICER

FINANCING STATEMENT

~~(Continuation - Termination - Assignment - Partial Release)~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:  Land }  
 Financing Statement } Liber 528 Folio 321 File No. 273309

Date of Financing Statement June 16, 1988

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
Montgomery/Kontgias Enterprises, Inc. - Chesapeake			
	2139	Espey Court, Suite 3	Crofton, Md. 21114

2. Secured Party (or assignee)  
SOVRAN BANK / MARYLAND 6610 Rockledge Dr., Bethesda, Md. 20817

CHECK  THE LINES WHICH APPLY

- 3.  A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00  
POSTAGE .50  
#199730 C777 R03 T10:11  
10/05/88

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: September 22 1988

Secured Party:

SOVRAN BANK / MARYLAND

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

Br. 925

15.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266476

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 03-09-87 (DATE)

1. DEBTOR

Name POTOMAC AIRGAS, INC.

Address 5192 Raynor Road - Linthicum, MD. 21090

2. SECURED PARTY

Name CIRCLE BUSINESS CREDIT, INC.

Address 10585 N. Meridian St., #310 - Indianapolis, IN. 46290

RECORD FEE 10.00  
#199740 C777 R03 T10:12  
10/05/88

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

Filed with Anne Arundel County Office of the Clerk of Circuit Court

Dated September 28, 1988

*Jean Craig*  
(Signature of Secured Party)  
CIRCLE BUSINESS CREDIT, INC.  
Type or Print Above Name on Above Line

16

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249773  
RECORDED IN LIBER. 467 FOLIO. 435 ON 11/10/83 (DATE)

1. DEBTOR

Name CPU, Inc. T/A Seequa Computer Corporation  
Address 8305 Telegraph Road, Odenton, Maryland 2113

2. SECURED PARTY

Crestar Bank  
Name Formerly known as United Virginia Bank  
Address 515 King Street, Alexandria, Virginia 222314

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 checked="" 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.)</p>
<p>Inventory, Accounts and General Intangibles</p>	

RECORD FEE 10.00  
POSTAGE .50  
#200100 0777 R03 T10:52  
10/05/88  
1

Crestar Bank  
Dorothy Ruth Smith  
Name Dorothy Ruth Smith  
Title Administrative Assistant II  
Date September 26, 1988

150

63.00  
11.00

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 \$ 8800.00. 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)  
 MBA Containers 135 Roesler Road Glen Burnie MD 21122

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles St. Balto MD 21201  
 Attention: Loan Compliance  
(Type name & title)

RECORD FEE 11.00  
 RECORD TAX 63.00  
 #200140 0777 R03 T10:55  
 10/05/88

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  
MBA Container Corporation (Seal) \_\_\_\_\_ (Seal)  
 by Arvin Newman President (Seal) \_\_\_\_\_ (Seal)

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

11  
63-

SCHEDULE A

BOOK 533 PAGE 14

(1) Piqua Baler #88447

274795  
77.50  
11.00  
77.50

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
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- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,350.00. 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)  
 Bartlinski & Bartlinski D.C. P.A. 337 Hopital Dr Bldg B.  
 Glen Burnie, MD 21061

RECORD FEE 11.00  
 RECORD TAX 73.50  
 #200150 CT77 R03 110:56  
 10/05/88

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: loan compliance 100 S. Charles St. Balto MD 21201  
(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

\_\_\_\_\_  
 (Seal) \_\_\_\_\_ (Seal)  
 Bartlinski & Bartlinski DC PA  
 by: John V. [Signature], President \_\_\_\_\_ (Seal)

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

117  
7350

SCHEDULE A

BOOK 533 PAGE 16

- (1) AST Premium 268 Computer Model 140X #141709
- (1) Wyse Monitor Model Wy530 #20F1040788
- (1) Wyse Terminal Model WY60 #0131066540
- (1) NEC Pinwriter Printer Model P-660 #580306641

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

<p>1 Debtor(s) (Last Name First) and address(es)                  The Ceco Corporation                  1400 Kensington Road                  Oak Brook, Illinois 60522</p>	<p>2 Secured Party(ies) and address(es)                  Citicorp Industrial Credit, Inc.,                  as Agent                  200 South Wacker Drive                  Chicago, Illinois 60606</p>	<p>For Filing Officer                  (Date, Time, Number, and Filing Office)                   RECORD FEE 10.00                  POSTAGE .50                  #200160 C777 R03 T10:56                  10/05/88</p>
---	---	---

4 This statement refers to original Financing Statement No. 265214 (Bk 506, p. 47) Dated  
 Date filed: December 11, 19 86 Filed with Court Clerk of Anne Arundel County, MD

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

10 The above-referenced financing statement is amended to reflect (i) the Debtor's new address as: One Tower Lane, Oakbrook Terrace, Illinois 60181 and (ii) Citicorp Industrial Credit, Inc., one of the Secured Parties (individually and as Agent), has changed its name to Citicorp North America, Inc.

THE CECO CORPORATION RICHARD L. CLINE - SECRETARY  
 Signature(s) of Debtor(s) if an Amendment  
 Dated: May 11, 19 88

CITICORP NORTH AMERICA, INC. (FORMERLY  
 CITICORP INDUSTRIAL CREDIT, INC.), AS AGENT  
 By: [Signature]  
 Signature(s) of Secured Party(ies)  
 ANDREW CODE - VP

(1) FILING OFFICER COPY-ALPHABETICAL

ucc-1050

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

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)                  Ceco Industries, Inc.                  1400 Kensington Road                  Oak Brook, Illinois 60522</p>	<p>2 Secured Party(ies) and address(es)                  Citicorp Industrial Credit, Inc.,                  as Agent                  200 South Wacker Drive                  Chicago, Illinois 60606</p>	<p>For Filing Officer                  (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 10.00                  POSTAGE .50                  #200170 0777 R03 T10:57</p>
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4 This statement refers to original Financing Statement No. (516/187) No. 269142 Dated 19 10/05/88  
 Date filed: August 17, 19 87 Filed with Circuit Court Clerk of Anne ARundel County, MD

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

10 The above referenced financing statement is amended to reflect (i) the Debtor's new address as: One Tower Lane, Oakbrook Terrace, Illinois 60181 and (ii) Citicorp Industrial Credit, Inc., one of the Secured Parties (individually and as Agent), has changed its name to Citicorp North America, Inc.

CECO INDUSTRIES, INC. RICHARD L. CLINE - SECRETARY

*[Signature]*  
 Signature(s) of Debtor(s) if an Amendment

CITICORP NORTH AMERICA, INC. (FORMERLY  
 CITICORP INDUSTRIAL CREDIT, INC.), AS AGENT

Dated: May 11, 19 88

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

(1) FILING OFFICER COPY-ALPHABETICAL

ucc-3

10 ANDREW CODE - VP

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

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)                  Ceco Industries, Inc.                  1400 Kensington Road                  Oak Brook, Illinois 60522</p>	<p>2 Secured Party(ies) and address(es)                  Citicorp Industrial Credit, Inc.,                  as Agent                  200 South Wacker Drive                  Chicago, Illinois 60606</p>	<p>For Filing Officer                  (Date, Time, Number, and Filing Office)                  RECORD FEE 10.00                  POSTAGE .50                  #200180 0777 R03 T10:58                  10/05/88</p>
--	---	--

4 This statement refers to original Financing Statement No. 265090 (B. 506, P. 43) Dated \_\_\_\_\_, 19 \_\_\_\_  
 Date filed: December 11, 19 86 Filed with Court Clerk of Anne Arundel County, MD

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

10 The above referenced financing statement is amended to reflect (i) the Debtor's new address as: One Tower Lane, Oakbrook Terrace, Illinois 60181 and (ii) Citicorp Industrial Credit, Inc., one of the Secured Parties (individually and as Agent), has changed its name to Citicorp North America, Inc.

CECO INDUSTRIES, INC. RICHARD L. CLINE - SECRETARY

Signature(s) of Debtor(s) if an Amendment

Dated: May 11, 19 88

CITICORP NORTH AMERICA, INC. (FORMERLY  
 CITICORP INDUSTRIAL CREDIT, INC.), AS AGENT

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

ANDREW CODE - VP

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270408

RECORDED IN LIBER 519 FOLIO 379 ON Oct. 29, 1987 (DATE)

1. DEBTOR

Name Annapolis Typewriter Company, Inc.
Address 2120 Forest Drive Annapolis, MD 21401

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any)

Form with sections A, B, C, D for Continuation, Partial Release, Assignment, and Other. Includes handwritten notes and a list of amendments to the secured party's name and address.

CHECK FORM OF STATEMENT

10.00
.50
#200200 CYT R03 T11:07
10/05/88

15.00

Dated June 22, 1988

Signature of Debtor: Ky Wilson

Signature of Secured Party

D.R. Williams, Jr Branch Operations Manager



414  
1150

FINANCING STATEMENT FORM UCC-1

Identifying File No: 274800

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Sept. 28, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR File# \_\_\_\_\_ Liber# \_\_\_\_\_ Folio# \_\_\_\_\_

Name Ben Oaks Appliance Center, Inc.  
545 Baltimore Annapolis Blvd. Severna Park, MD 21146  
Address 403 Bay 6 401 Headquarters Dr. Millersville, MD 21108

2. SECURED PARTY 401 Headquarters Dr. Rt. 3N Suites 2,3&4 Millersville, MD 21108

Name Transamerica Commercial Finance Corporation  
Address 5740 Executive Dr. P.O. Box 3296 Baltimore, MD 21228  
1900 Sulphur Spring Road P. O. Box 7360  
Baltimore Maryland 21227

\*\*\* After 11/1/88 RECORD FEE 11.00  
POSTAGE .50  
#200210 0777 R03 111:07  
10/05/88

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)

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)

Phillip Rausenberger  
(Signature of Debtor)

Phillip Rausenberger, President  
Type or Print Above Name on Above Line

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

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

D.R. Williams, Jr.  
(Signature of Secured Party)

D.R. Williams, Jr. Branch Operations Manager  
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.  
Address 160 Water Street, New York, New York 10038-4922

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

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

RECORD FEE 17.00  
POSTAGE .50  
#200240 C777 R03 T11:09  
10/05/88

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

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated April 8, 1988, Schedule # 01, dated April 19, 1988 between Assignor as Lessor and LEASE ACCOUNT # 804088 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 July 22, 1988 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST.

00065-001

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sairo III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

(Signature of Secured Party)

DIANE E. Belesi

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1780

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(6) six	Workbenches
(2) two	Service Writer's Desk
(2) two	Bench Vise
(1) one	Underground Oil Tank
(1) one	License Plate Cabinet
(1) one	Key Cabinet
(1) one	Service Manual Cabinet
(1) one	Fire Proof Safe
(6) six	File Cabinets
(1) one	Under Hoist Stand
(1) one	1/4 Ton Mechanical Jack
(14) fourteen	Fire Extinguisher
(1) one	SVT262 Pressure Tester
(1) one	TA22 Adapter
(1) one	S102 Antifreeze Tester
(1) one	YA1170 Battery Tester
(1) one	GA207 Battery Filler
(1) one	TE12A Torque Wrench
(1) one	MT308KB Comp. Gage
(1) one	DB29A Drill Bit
(1) one	LHS606B Hole Saw
(1) one	TDM117A Tap & Die Set
(1) one	CF61CS Hone
(1) one	AC1000 Volt-Amp Gage
(1) one	YA275 Battery Load Tester
(13) thirteen	Oak Desks
(3) three	Secretary Desks
(3) three	Walnut Chairs
(3) three	Oak Credenza
(55) fifty five	Oak Chairs
(1) one	Sofa
(1) one	Love Seat
(1) one	Chair
(2) two	Oak Table
(1) one	Oak Conference Table

TransFinancial Leasing Corp.  
(Debtor)

BY: Frank J. Sarro, III

TITLE: Frank J. Sarro, III, President

A.I. Credit Corp.  
(Secured Party)

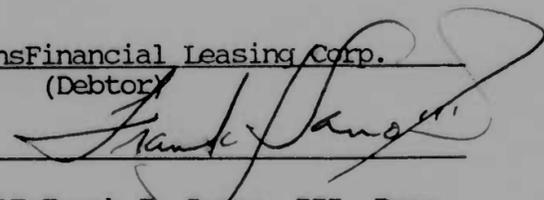
BY: M. J. ...

TITLE: Mgr.

- (44) forty four 12" Bins - 84 X 38 X 12 - each bin has 7 sliding shelves, 30-3" adjustable dividers, 6 box drawers and 2 box drawer dividers in each box drawer.
- (24) twenty four 18" Bulky Bins - 85 X 36 X 18 - each bin with 6 clip adjustable shelves, 6 bin label holders, dust shields, end panels and front & rear sway braces.
- (24) twenty four 24" Bulky Bins - 85 X 36 X 24 - each bin with 6 clip adjustable shelves, 6 bin label holders, dust shields, end panel and front & rear sway braces.
- (6) six Heavy Duty Storage Rack - 1) 11 X 96 1/2 wheel rack 5) 4'X 8' storage rack - each rack has 3 pairs of beams, heavy duty quickly adjustable uprights welded, 10,000 lbs. capacity and 3 shelves w/triple connectors. All shelves have 5/8" particle board except wheel rack.  
All carpet, tile, vinyl flooring, wallcoverings and verticle blinds
- (6) six Duette classic window blinds
- (10) ten 1" mini blinds
- (5) five Rotary DT028H two post side by side Lifts
- (1) one Rotary WABU-28H Two Post Alignment Lift
- (1) one Exhaust System
- (1) one Waste Oil Tank
- (1) one Compressed Air System
- (1) one Hunter D11104M Computer Aligner
- (1) one Hunter 18-230-1 Alpha Key Pad
- (1) one Hunter 30-171-1 Remote Console
- (1) one Hunter 209-43 Drive on Rack for Rotary DT028HWABU lift
- (6) six Drop Lights w/25' reel cord
- (2) two 5 HP Air Compressors, 80 gal.
- (2) two Low Oil Controls
- (8) eight Level Rite Pads
- (1) one Alternating Control
- (2) two Magnetic Starter
- (2) two Auto Tank Drain
- (1) one Refrigerated Air Dryer
- (7) seven Air Reels
- (1) one Headlight Aimer
- (1) one Decelerometer
- (1) one 2 Ton Floor Jack

TransFinancial Leasing Corp.

(Debtor)

BY: 

TITLE: Frank J. Sarro, III, Pres.

A.I. Credit Corp.

(Secured Party)

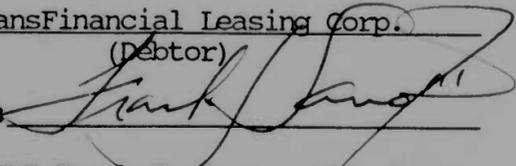
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

- (2) two Safety Oil Rag Cans
- (1) one Battery Charger
- (1) one Wheel Weight Pliers
- (2) two Waste Oil Receivers
- (1) one Webb sign #85-3964-1
- (2) two Credenizas for Parts and Service Dept.
- (1) one Computer shelf

Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

TransFinancial Leasing Corp.  
(Debtor)

BY: 

TITLE: Frank J. Sarro, III, Pres.

A.I. Credit Corp.  
(Secured Party)

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

TITLE: \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271802

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.  
Address 160 Water Street, New York, New York 10038-4922

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

RECORD FEE 11.00  
POSTAGE .50  
#200250 0777 R03 111:09  
10/05/88

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

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

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated July 21, 1988, Schedule # 01, dated July 21, 1988 between Assignor as Lessor and LEASE ACCOUNT # 821708 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 July 22, 1988 between Assignor as Assignee:

- 1 (one) Akerman Model H10MB, S/N 8013, Hydraulic Scraphandler w/15kw generator package, 2 piece boom, 1/2 yard Hawco Grapple, S/N 4T-508, 58" Ohio Loadstar Magnet, and RD1A Controller S/N C-15059

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]*  
(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

A.I. Credit Corp.

*[Signature]*  
(Signature of Secured Party)

DIANE E. BELOSI  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.12

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27-803

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.  
Address 160 Water Street, New York, New York 10038-4922

RECORD FEE 11.00  
POSTAGE .50  
#200260 0777 R03 111:09  
10/05/88

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)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated July 21, 1988, Schedule # 01, dated July 18, 1988 between Assignor as Lessor and LEASE ACCOUNT # 881070 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 July 21, 1988 between Assignor as Assignee:

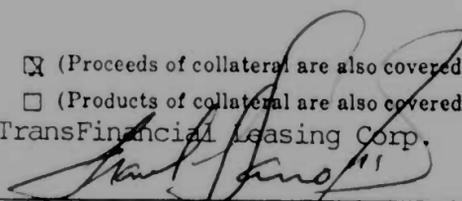
SEE ATTACHED EQUIPMENT LIST.

00064-001

CHECK  THE LINES WHICH APPLY

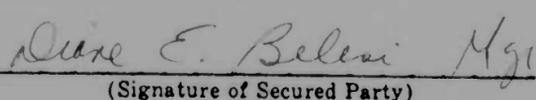
5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

A.I. Credit Corp.

  
(Signature of Secured Party)  
Diane E. Belesi  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

EQUIPMENT LIST

- (1) One Lot Ridge U Rak Pallet Rack consisting of 234 Bays:  
Each bay to be 14' high X 96" wide X 42" deep.  
Having two storage levels plus the floor.  
Lot to consist of the following pieces:

258-Model US32P-14-42 Upright Frames  
Dimensions: 14' H x 42" D  
Capacity: 20,000 lbs. per section

1056-Model RBS32P-350-96 Stop Beams  
Length: 96" L  
Capacity: 4010 lbs per pair evenly distributed load

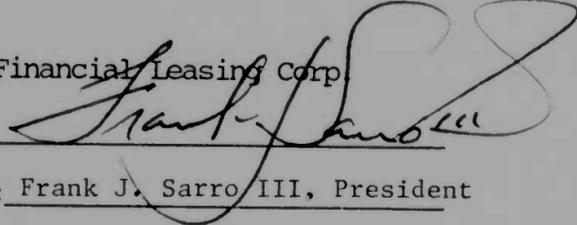
214-Model RSS32P-12 Back to Back Row Spacers  
Length: 12"

56-Model RWS32P-6 Back to Wall Spacers  
Length: 6"

1152-Model PP100 Locking Pins  
Approximate Gross Wt. 52,105 lbs.

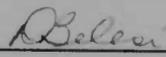
- (1) One Crown industrial (24V) electric high rise order picker  
Model: 30SP42 with Heavy duty industrial battery and  
Heavy duty industrial charger

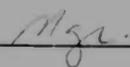
TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro III, President

A.I. Credit Corp.

BY: 

TITLE: 

274804

533 PAGE 29

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):  Copelco Leasing Corporation One MEDIQ Plaza Pennsauken, N. J. 08110	2 Secured Party(ies) Name(s) and Address(es):  Copelco Lease Receivables Corp. One MEDIQ Plaza Pennsauken N. J. 08110	3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer: Date, Time, No. Filing Office  RECORD FEE 17.00 #200270 CT77 R03 T11:10 COUNTY OF ANNE ARUNDEL, MD Filing Loc. 10/05/88
---	---	---

5. This Financing Statement covers the following types (or items) of property:  
  
See Exhibits A and B attached hereto, which are incorporated herein by reference

6. Assignee(s) of Secured Party and Address(es)  
New Jersey National Bank, Trustee  
370 Scotch Road  
West Trenton, N. J. 08628  
See Exhibit A hereto

Products of the Collateral are also covered. Lease No. 0051880

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

NOT SUBJECT TO RECORDATION TAX. PER MR. HENDERSON  
MD STATE LEGAL DEPT.

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 *Doris A. Friedman* Copelco Leasing Corporation  
Doris A. Friedman, Asst. Secty.

By *Burton J. Feider* Copelco Lease Receivables Corp.  
Burton J. Feider, President  
(Required only if item 10 is checked)

Debtor:  
Copelco Leasing Corporation  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

Secured Party:  
Copelco Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

\*\*\*\*\* STATE OF MARYLAND COUNTY: ANNE ARUNDEL \*\*\*\*\*

LEASE #	LESSEE/EQUIP. ADDRESS	DESCRIPTION
0051880	AYTEKIN ULGEN M 7845 OAKWOOD RD SUITE 105 GLEN BURNIE ,MD 21061	MAMMOGRAPHY

Debtor:  
 Copelco Leasing Corporation  
 One MEDIQ Plaza  
 Pennsauken, New Jersey 08110

Secured Party:  
 Copelco Lease Receivables Corp.  
 One MEDIQ Plaza  
 Pennsauken, New Jersey 08110

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

All of Debtor's right, title and interest in and to, and any and all benefits accruing to Debtor from (the capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Fourth Subscription Agreement and the Fourth Sale and Assignment Agreement referred to below), (a) the Lease Contracts referred to (by lease number) in Exhibit B hereto between Debtor, as lessor, and the lessees referred to in such Exhibit B, which Lease Contracts have been assigned to Secured Party by Debtor pursuant to a Fourth Subscription Agreement and a Fourth Sale and Assignment Agreement, each dated as of September 30, 1988, between Debtor and Secured Party (respectively, the "Fourth Subscription Agreement" and the "Fourth Sale and Assignment Agreement"), (b) the Equipment described in such Exhibit B, and any replacement items used in the repair of or in substitution for such Equipment, all of which is the Equipment now or hereafter covered by such Lease Contracts, (c) all monies paid to Secured Party or held in any account or fund created under, and all investments held under, the Indenture dated as of December 1, 1986 between Secured Party and Assignee in connection with the transactions contemplated by the Fourth Subscription Agreement and the Fourth Sale and Assignment Agreement, (d) all proceeds, products, rents or profits of the foregoing collateral of every nature whatsoever, including proceeds of proceeds and of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquid property, including without limitation all proceeds consisting of Lease Receivables, security deposits and other sums payable pursuant to such Lease Contracts (other than the advance rental payments with respect to rental periods at the end of the initial term of such Lease Contracts that were required to be prepaid on or prior to the Cut-Off date and that are specifically excluded from the definition of Lease Receivables), and (e) all present and future accounts, contract rights, goods, letters of credit, general intangibles, chattel paper, documents, instruments, uncertificated securities, cash and non-cash proceeds, and other rights arising from or by virtue of the disposition of, or collections with respect to, or insurance proceeds payable with respect to, or claims against other persons with respect to, all or any part of the property referred to in the foregoing clauses (a) through (d) inclusive.

Exhibit A  
 (page 1 of 2)

Executed counterpart copies of the documents referred to in the foregoing description of collateral are on file at the offices of Assignee set forth below and information concerning its security interests may be obtained from said office.

Item 6. Assignee of Secured Party and Address:

Assignee is New Jersey National Bank, as Trustee under an Indenture dated as of December 1, 1986, between Secured Party and Assignee, as amended and supplemented, and Assignee's address is 370 Scotch Road, West Trenton, New Jersey. Assignee is acting on behalf of the holders of the Lease Secured Pay-Through Amortizable Notes, Series 1988-A, Due 1993, of Secured Party, issued pursuant to the Fourth Supplement to such Indenture dated as of September 30, 1988, and, to the extent set forth in the Indenture, Provident National Bank, as the issuer of a Letter of Credit issued pursuant to such Fourth Supplement and a Letter of Credit issued pursuant to the Fourth Sale and Assignment Agreement.

Neither the execution of this Financing Statement nor the filing thereof shall constitute an admission or acknowledgment by Debtor or Secured Party that the transactions effected or contemplated by any of the documents referred to above create any security interest within the meaning of, or require any filing under the provisions of, the Uniform Commercial Code of any state.

Exhibit A  
(page 2 of 2)

274805

BOOK 533 PAGE 38

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

1 Debtor(s) (Last Name First) and Address(es) <b>Copelco Lease Receivables Corp. One MEDIQ Plaza Pennsauken, N. J. 08110</b>		2 Secured Party(ies) Name(s) and Address(es) <b>New Jersey National Bank Trustee 370 Scotch Road West Trenton, N. J. 08628</b>		3 <input type="checkbox"/> The Debtor is a transmitting utility
				4 For Filing Officer: Date, Time, No. Filing Office <b>COUNTY OF Filing Loc. ANNE ARUNDEL, MD</b>

5. This Financing Statement covers the following types (or items) of property:  
**See Exhibits A and B attached hereto, which are incorporated herein by reference  
Lease No. 0051880**

Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)  
**RECORD FEE 17.00  
#200280 0717 R03 T11:10  
10/05/88**

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

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records  
**NOT SUBJECT TO RECORDATION TAX, PER MR. HENDERSON,  
MD STATE LEGAL DEPT.**

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 **Copelco Lease Receivables Corp.**  
**Burton J. Feider, President**

By **New Jersey National Bank, Trustee**  
**Vincent J. Swick, Vice President**  
(Required only if Item 10 is checked)

(5/83) STANDARD FORM—FORM UCC-1 Approved by The Secretary of The Commonwealth of Pennsylvania

09/21/88

EXHIBIT B

BOOK 533 PAGE 34 PAGE 1

Debtor:  
Copelco Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

Secured Party:  
New Jersey National Bank, Trustee  
370 Scotch Road  
Trenton, New Jersey 08628

\*\*\*\*\* STATE OF MARYLAND COUNTY: ANNE ARUNDEL \*\*\*\*\*

LEASE #	LESSEE/EQUIP. ADDRESS	DESCRIPTION
0051880	AYTEKIN ULGEN M 7845 OAKWOOD RD SUITE 105 GLEN BURNIE ,MD 21061	MAMMOGRAPHY

Debtor:  
Copelco Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken, NJ 08110

Secured Party:  
New Jersey National Bank,  
as Trustee  
370 Scotch Road  
West Trenton, NJ 08628

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

All of Debtor's right, title and interest in and to, and any and all benefits accruing to Debtor from (the capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Indenture dated as of December 1, 1986 between Debtor and Secured Party (as from time to time supplemented or amended, the "Indenture"), (a) the Lease Contracts referred to (by lease number) in Exhibit B hereto between Copelco Leasing Corporation ("Copelco"), as lessor, and the lessees referred to in such Exhibit B, which Lease Contracts have been assigned to Debtor by Copelco, (b) the Equipment described in such Exhibit B, and any replacement items used in the repair of or in substitution for such Equipment, all of which is the Equipment now or hereafter covered by such Lease Contracts, and which Equipment has been transferred to Debtor by Copelco, (c) all monies held in any account or fund created under, and all investments held under, the Indenture, (d) the Fourth Subscription Agreement dated as of September 30, 1988 between Copelco and Debtor, the Fourth Sale and Assignment Agreement dated as of September 30, 1988 between Copelco and Debtor, the Fourth Servicing Agreement dated as of September 30, 1988 among Debtor, Copelco and Secured Party, the Letter of Credit issued pursuant to the Fourth Supplement to the Indenture dated as of September 30, 1988 (the "Fourth Company Letter of Credit") and the Letter of Credit issued pursuant to such Fourth Sale and Assignment Agreement (the "Fourth Copelco Letter of Credit"), including in each case, the right to file claims and requests or to make demands thereunder and to receive payments in respect thereof, (e) all proceeds, products, rents or profits of the foregoing collateral of every nature whatsoever, including proceeds of proceeds and of the conversion, voluntary and involuntary, of any of the foregoing into cash or other liquid property, including without limitation all proceeds consisting of Lease Receivables, security deposits and other sums payable pursuant to such Lease Contracts (other than advance rental payments with respect to rental periods at the end of the initial term of such Lease Contracts that were required to be prepaid on or prior to the Cut-Off date and that are specifically excluded from the definition of Lease Receivables) and all proceeds paid pursuant to the Fourth Company Letter of Credit or the Fourth Copelco

Exhibit A  
(page 1 of 2)

Letter of Credit, and (f) all present and future accounts, contract rights, goods, letters of credit, general intangibles, chattel paper, documents, instruments, uncertificated securities, cash and non-cash proceeds, and other rights arising from or by virtue of the disposition of, or collections with respect to, or insurance proceeds payable with respect to, or claims against other persons with respect to, all or any part of the property referred to in the foregoing clauses (a) through (e) inclusive.

Secured Party is acting on behalf of the holders of the Lease Secured Pay-Through Amortizable Notes, Series 1988-A, Due 1993, of Debtor, issued pursuant to the Fourth Supplement to the Indenture, and, to the extent set forth in the Indenture, Provident National Bank, as the issuer of the Fourth Company Letter of Credit and the Fourth Copelco Letter of Credit.

Executed counterpart copies of the documents referred to in the foregoing description of collateral are on file at the offices of the Secured Party set forth above and information concerning its security interests may be obtained from said office.

Exhibit A  
(page 2 of 2)

		<b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>				
Debtor(s) Name(s) and Address(es) First Interstate Credit Alliance Corporation 500 DiGiulian Blvd. Glen Burnie, MD 21061		Secured Party Name and Address Didde Graphic Systems Corporation 1200 Graphic Arts Road Emporia, KS 66801		
Assignee of Secured Party <del>CIT Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.		
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> (1) S225N ML Didde Press, S/N 136-1893 along with All Didde Graphic Systems Corporation parts, attachments and accessories.				
Filed: MdState Dept.-Baltimore, MD Filed: Clerk of Cir. Ct.-Anne Arundel Co.-Annapolis, MD 21404				
Proceeds of collateral are also covered.				
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)				
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____				
This Statement is to be returned, after recordation, to <del>CIT Corporation</del> at its address above.				
Debtor(s) <u>First Interstate Credit Alliance Corporation</u>		Secured Party <u>Didde Graphic Systems Corporation</u>		
By <u>See Attached Machine Order</u> Title _____		By <u>Thomas E. Lippert</u> Credit Mgr.		
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
Type or print name(s) of person(s) signing 5 SA 989D		Type or print name of person signing		

RECORD FEE 11.00  
#200290 CTT  
R03 711:11  
10/05/88  
e



machine order & contract

DIDDE GRAPHIC SYSTEMS CORPORATION  
1200 GRAPHIC ARTS ROAD, P.O. BOX 1088  
EMPORIA, KANSAS 66801 USA

TELEPHONE: 316.342.4740

page 1 of 4

date 4/28/88

**purchaser (legal name)**

First Interstate Credit Alliance Corporation  
500 DiGiulian Blvd.  
P.O. Box 1680  
Glen Burnie, Maryland 21061

**ship to**

C A I Printing, Inc.  
2711-A Dorr Avenue  
Fairfax, Virginia 22031

**purchaser's order no.** **ship via** **shipment scheduled for the month(s)** **to b**

*Added VAM* *October 1988* *Emporia, Ks.*

item	quan.	complete description of equipment ordered	unit price	extension
1		S/N 136-1893 5-Color 22" x 17.5" W Didde M/C Press. Standard Configuration with additions & deletions on p. 2		253,808 <del>257,670.00</del>
customer available voltage		220 VAC 60 Hz 3 Ph		
machine electrical requirements		460 VAC 60 Hz 3 Ph L.A. press VAC Hz Ph L.A. rewind VAC Hz Ph L.A. collator (ba, ck, wk) VAC Hz Ph L.A. pump unit VAC Hz Ph L.A. accessories		
special instructions				
			subtotal page 1	
			subtotal attached page(s)	Included
			service agreement	Included
			tax	—
			subtotal	257,670.00
			deposit	5,000.00
			total	252,670.00
			balance due	252,670.00

Purchaser hereby agrees to purchase the equipment listed above and to make payment therefor, including all applicable state and local sales and/or use taxes the seller is required to collect, as follows:

All terms and conditions on the face of this order and contract, and all additional terms and conditions attached, are expressly made a part of this order and contract and are hereby agreed to by both parties.

To pay the sum of \$ 500,000 directly to Didde Graphic Systems Corporation at the time of signing of this contract. When said deposit is received by Didde Graphic Systems Corporation, receipt will be acknowledged in writing and the balance of \$ 252,670.00 will be due as follows:

**purchaser's company name**  
C A I Printing

**name of owner, partner or officer / state title (please print)**  
Charles Redford / President

**signature of owner, partner or officer**  
*Charles E. Redford*

**home address if owner or partner**

**cash sale** \$25,767.00 to be paid on or before 8/31/88 - HAN.   
\$ 206,186.00 to be paid on or before 72 hours prior to shipment. Balance of \$ 25,767.00 to be paid on or before sixty (60) days from date of shipment.   
*x See Letter*

**financed sale**  
\$ \_\_\_\_\_ additional deposit due \_\_\_\_\_  
(date). A balance of \$ \_\_\_\_\_ due in \_\_\_\_\_ monthly payments which will be financed. Finance terms must be accepted by Didde and the third party, who will be purchasing the contract.

**Didde salesman** *H. Arthur Nalls* **date** *4/28/88*

**accepted and countersigned at Emporia, Kansas**

**this** \_\_\_\_\_ **day of** \_\_\_\_\_ **19** \_\_\_\_\_

**by:** \_\_\_\_\_ **title** \_\_\_\_\_

STATE OF MARYLAND  
FINANCING STATEMENT

BOOK 533  
FORM UCC-1 PAGE 39

ANNE ARUNDEL COUNTY - MD

Identifying File No. 274807

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

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

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

This financing statement Dated 9/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joy, Joseph Frank DBA Holly Properties  
Address 212 6th Avenue, N.E., Glen Burnie, MD 21061

2. SECURED PARTY

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

RECORD FEE 12.00  
#200300 C777 R03 T11:12  
10/05/88

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)

(1) Komatsu Hydraulic Excavator Model PC-300LC-3

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

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Joseph F. Joy*  
(Signature of Debtor)

Joseph Frank Joy DBA Holly Properties  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*J P Wreath* SECY TREAS  
(Signature of Secured Party)  
J P WREATH  
Furnival Machinery Company

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272873

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

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

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

This financing statement Dated 9/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Martin, Jessie DBA Holly Properties
Address 212 6th Avenue, N.E., Glen Burnie, MD 21061

2. SECURED PARTY

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

RECORD FEE 12.00
#200310 CTTT R03 T11:12
10/05/88

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)

- (1) Komatsu Hydraulic Excavator Model PC-300LC-3

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

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

CHECK THE LINES WHICH APPLY

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

Handwritten signature of Jessie Martin
(Signature of Debtor)

Jessie Martin DBA Holly Properties
Type or Print Above Name on Above Line

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

Handwritten signature of J P Wreath
(Signature of Secured Party)
J P WREATH
Furnival Machinery Company
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274899

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

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

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

This financing statement Dated 9/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Holly Properties et al
Address 212 6th Avenue, N.E., Glen Burnie, MD 21061

2. SECURED PARTY

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

Person And Address To Whom Statement Is To Be Returned 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) Komatsu Hydraulic Excavator Model PC-300LC-3

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 Blvd.
King of Prussia, PA 19406

RECORD FEE 13.00
#200320 C777 R03 T11:12
10/05/88

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Joseph F. Jay in Partner et al
(Signature of Debtor)

Holly Properties
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of J P Wreath SECY TRENS
(Signature of Secured Party)
J P WREATH
Furnival Machinery Company
Type or Print Above Signature on Above Line

STATE OF MARYLAND

ANNE ARUNDEL COUNTY - MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274810

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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, 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)

(2) Ingersoll-Rand Air Compressors Model P175WD

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 Blvd.
King of Prussia, PA 19406

(7020-1 JK)

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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
#200330 C777 R03 111:12
10/05/89

Handwritten signature of Kevin T. Pence

(Signature of Debtor)

Hardin-Huber, Inc.

Type or Print Above Name on Above Line

Handwritten signature of Kevin T. Pence

(Signature of Debtor)

Treas.

Type or Print Above Signature on Above Line

Handwritten signature of Bradley W. Berger

(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

1100

BOOK 533 PAGE 42

274811

CIRCUIT COURT FOR Anne Arundel County

(To Be Filed Among the Financing Statement Records)

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Jeremy W. R. Young, M.D.  
241 Leatherleaf Lane  
Pasadena, Maryland 21122

Address after October, 1988:  
415 Edgewood Road  
Pasadena, Maryland 21122

RECORD FEE 11.00

POSTAGE .50

#200390 0777 R03 T11:16

10/05/88

2. NAME AND ADDRESS OF SECURED PARTY:

Trustee of Diagnostic Imaging Specialists, P.A.  
Profit Sharing Plan  
c/o Diagnostic Imaging Specialists, P.A.  
22 South Greene Street  
Baltimore, Maryland 21201

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

The Debtor's vested account balance and all other interests as now or hereafter constituted in the Diagnostic Imaging Specialists, P.A. Profit Sharing Plan, all additions thereto, all extensions and renewals thereof and all substitutions therefor, together with all products and proceeds thereof (both cash and non-cash).

11:00  
11:50 4. Not subject to recordation tax.

DEBTOR:

SECURED PARTY:

Jeremy W. R. Young (SEAL)  
Jeremy W. R. Young, M.D.

By: Joseph E. Whitley (SEAL)  
Joseph E. Whitley, M.D.  
Trustee

RETURN TO: Edward J. Adkins, Esquire, Miles & Stockbridge,  
10 Light Street, Baltimore, Maryland 21202

274813

533 PAGE 44

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): S. SANDERS JEWELERS INC 264 HARUNDALE MALL GLEN BURNIE, MD 21061	2. Secured Party(ies) Name(s) and Address(es): FREDERICK GOLDMAN INC 154 W 14th ST NEW YORK, N.Y. 10011	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 #200400 0777 R03 T11:17 10/05/88
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NOT SUBJECT TO MD RECORDATION TAX.

5. This Financing Statement covers the following types (or items) of property:  
ALL PERSONAL PROPERTY INCLUDING INVENTORY AND ACCOUNTS RECEIVABLE NOW IN POSSESSION OF OR HEREAFTER ACQUIRED BY DEBTOR, WHETHER AT ADDRESS GIVEN OR AT ANY OTHER LOCATION UNDER DEBTOR DOMINION OR CONTROL, OR OF ANY SUBSIDIARY, AFFILIATED CORPORATION, AGENT OR REPRESENTATIVE OR DEBTOR.  
 Products of the Collateral are also covered.

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

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

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner:

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of ownership 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.

**RETURN TO:**  
**INFOSEARCH, INC.** FREDERICK GOLDMAN INC  
**P.O. Box 1110** RICHARD M. GOLDMAN VICE PRESIDENT  
**Albany, NY 12201**

By 11.50 Signature(s) of Debtor(s)  
 By [Signature] Signature(s) of Secured Party(ies)

G16555369

274813

BOOK 533 PAGE 45

FINANCING STATEMENT FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION

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) Caton Parts Corporation 808A Barkwood Court Linthicum, Maryland	2. Secured Party(ies) and Address(es) FORD MOTOR COMPANY Ford Parts and Service Division P.O. Box 5738 - Beech Branch Attn: Credit Department Detroit, Michigan 48239	For Filing Officer (Date, Time, Number and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #200480 0777 R03 T11:23 10/05/88
---	--	---

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

All Ford and/or Motorcraft branded parts now owned or later acquired by debtor.

NOT SUBJECT TO RECORDATION TAX

Check  if covered:  Proceeds of Collateral  Accounts Receivable  Products of Collateral covered

Number of additional sheets presented: \_\_\_\_\_

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

This instrument prepared by: FORD MOTOR COMPANY

Caton Parts Corporation (Debtor)

FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION (Secured Party)

By: J. T. Dickson PRES. Signature(s) of Debtor(s)

By: J. T. Dickson Credit Manager Signature(s) of Secured Party(ies) 12/22/87

FPS-7098A July 87

Previous editions may not be used

- 1 - FILING OFFICER COPY - ALPHABETICAL
- 2 - FILING OFFICER COPY - NUMERICAL
- 3 - FILING OFFICER COPY - ACKNOWLEDGEMENT
- 4 - SECURED PARTY COPY
- 5 - DEBTOR COPY

115

274814

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 July 27, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Marketing & Graphics, Inc.  
Address 133 Defense Highway Suite 210 Annapolis, MD

2. SECURED PARTY

Name Hopkins Federal Savings Bank  
Address 134 S. Eaton Street  
Baltimore, MD 21224

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

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

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

One (1) Allis chalmers Fork Lift Model # ACB40  
s/n DAH 110005

RECORD FEE 11.00  
POSTAGE .50  
#200520 C777 R03 T11:26  
10/05/88

CHECK THE LINES WHICH APPLY

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

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

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

[Signature]  
(Signature of Debtor)

George C. Miller  
Type or Print Above Signature on Above Line

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

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

[Signature]  
(Signature of Secured Party)

Gary M. Stegman  
Type or Print Above Name on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~1815~~ 1815

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

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

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

This financing statement Dated July 29, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Marketing and Graphics Inc.  
Address 133 Defense Highway Suite 210 Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS Federal Savings Bank  
Address 134 South Eaton Street  
Baltimore, Maryland 21224

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)

RECORD FEE 11.00  
POSTAGE .50  
#200530 0777 R03 111:26  
10/05/88

(1) Challenge 305 MC Cutter and Accessories s/n 11900

(1) Consolidated Revolving 30" Dark Room Door

CHECK  THE LINES WHICH APPLY

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

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

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

*Carl Hecht*  
(Signature of Debtor)

Carl Hecht - Exec. V.P.  
Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

*Gary M. Stegman*  
(Signature of Secured Party)

Gary M. Stegman  
Type or Print Above Name on Above Line

274816

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 July 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Marketing and Graphics Inc.  
Address 491 Nixon Road Cheswick PA 21054

2. SECURED PARTY

Name HOPKINS Federal Savings Bank  
Address 134 South Eaton Street  
Baltimore, Maryland 21224

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)

AGFA RPS 2024 Compact Verticle Camera s/n 43320955  
With Back Boost; D 103 Densitometer; AGFA Copy  
Safelight; Log E Line

RECORD FEE 10.00  
RECORD FEE 1.00  
POSTAGE .50  
#200540 0777 R03 T11:26  
10/05/88

CHECK  THE LINES WHICH APPLY

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

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

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

*Carl Hecht*  
(Signature of Debtor)  
Carl Hecht - Executive Vice President  
Type or Print Above Signature on Above Line

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

*Gary M. Stegman*  
(Signature of Secured Party)  
Gary M. Stegman  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274817

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 SOLOMONS ISLAND RD FRIENDSHIP, MD 20758

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO, INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772

J.I. CASE CREDIT CORPORATION 5790 WIDEWATERS PARKWAY SYRACUSE, NY 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)

RECORD FEE 11.00  
POSTAGE .50

Name and address of #200560 0777 R03 T11:27 10/05/88

1 NEW CASE MODEL 580K TRACTOR LOADER/BACKHOE

SERIAL #JJG0008072

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 W. 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 Redman Tolson  
(Signature of Secured Party)

SUIT & WELLS EQUIPMENT COMPANY, INC.  
Type or Print Above Signature on Above Line

11.00  
.50

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS

BOOK 503 PAGE 50

MARYLAND FINANCING STATEMENT

274813

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: Gary D. Rankin T/A Chesapeake Graphic Impressions  
(Name or Names)  
111 N. Langley Road, 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, DM 21224  
(Address)

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

One - Watkiss WA25 Collator, S/N 1078

One - Tenstar AT; 40 MB, 1.2 MB Floppy, 1 MB Ram, RT Style Keyboard,  
Wetern Digital Hard/Floppy Controller  
14" Monitor, S/N \_\_\_\_\_; Mouse  
with all Manuals

Software: Aldus Pagemaker, Word Perfect, Menu Software

RECORD FEE 12.00  
POSTAGE .50  
#200580 C777 R03 111-28  
10/05/88



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):  
Gary D. Rankin T/A Chesapeake  
Graphic Impressions  
By: [Signature]  
Gary D. Rankin, Owner  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: [Signature]  
Robert E. Polack, President  
(Type or print name of person signing)

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

Return To: SECURED PARTY

274819

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 American Marketing & Graphics  
Address 133 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Hopkins Federal Savings Bank  
Address 134 S. Eaton Street  
Baltimore, Maryland 21224

RECORD FEE 11.00  
POSTAGE .50  
#200590 C777 R03 T11:29  
10/05/88

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)

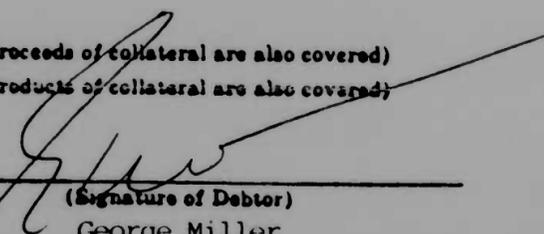
- (9) Monarch Uprights MTF 158-14-132-36
- (11) Monarch Uprights MTF 158-14-144-36
- (72) Monarch Beams 96"
- (40) Zima 3/8" Lags
- (216) Zima Wood Pallet Supports
- (40) Zima Pan Wall Ties
- (1) 6112 control
- (2) Remote terminals
- (7) Door sensors
- (1) Electric eye
- (1) High powered siren
- (1) Floor switch

CHECK  THE LINES WHICH APPLY

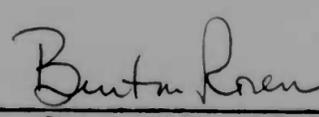
5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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)  
George Miller  
Type or Print Above Signature on Above Line

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

  
(Signature of Secured Party)  
Burton J. Rosen  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274820

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Gary W. Carr  
Address 659 Old Herald Harbor Road, Crownsville, MD 21032

2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive, 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)

Used 332 Lawn & Garden Tractor w/46" mower  
Used 54" Front Blade

RECORD FEE 11.00  
POSTAGE .50  
#200600 C777 R03 T11:29  
10/05/88

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gary W. Carr  
(Signature of Debtor)

Gary W. Carr  
Type or Print Above Name on Above Line

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

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

Outdoor Power  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

274821

BOOK 533 PAGE 53

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

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

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

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

4 For Filing Officer Date Time No Filing Office

SOBIESKI HENRY E.  
SOBIESKI KIM  
58 CROWNSVILLE RD. LOT 1A  
CROWNSVILLE MD 21038

CHESAPEAKE MA OF LAUREL, MD  
10037 N. SECOND AVENUE  
LAUREL, MD 20707

RECORD FEE 12.00  
POSTAGE .50  
#200610 C777 R03 T11:29  
10/05/88

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

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

1989 IMPERIAL 1814 28 X 80  
SERIAL # IH892606AB 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

GREEN TREE ACCEPTANCE CO.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBRIDGE, VA 22194

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot  
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State  
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

SOBIESKI HENRY E. SOBIESKI KIM CHESAPEAKE MA OF LAUREL, MD  
By *Henry E. Sobieski Kim Sobieski* By *Diana L. Rubenstein, Agent*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania  
(3, 83)

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) Mr. Tire, Inc. 7223 Ambassador Road Baltimore, Maryland 21207</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203  Attn: Commercial Loan Dept.  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 ~~retail and wholesale tires~~ (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  
#200430 0777 R03 T11:31  
10/05/88  
d

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: \$ 950,000.00  
(See attached formula)

DEBTOR:

SECURED PARTY:

Mr. Tire, Inc.  
(Type Name)

SIGNET BANK/MARYLAND

By: Frederic A. Tomarchio Pres.

By: Charles J. Fleury, IV, V.P.

Charles J. Fleury, IV, V.P.  
(Type Name)

By: Frederic A. Tomarchio, Pres.

9/29 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.

Financing Statements filed in more than one county, therefore, taxes were paid to State \$679.25 9-30-88.

1150

MR. TIRE LOCATIONS

08/05/88

- |   |   |
|---|---|
| #11 Liberty Road<br>5910 Liberty Road<br>Baltimore, Maryland 21207                          | #18 Dundalk<br>1105 Old North Point Road<br>Dundalk, Maryland 21222                   |
| #12 Glen Burnie<br>7224 Ritchie Highway<br>Glen Burnie, Maryland 21061                      | #19 Columbia<br>6440A Dobbin Center Way<br>Columbia, Maryland 21045                   |
| #13 Perry Hall<br>9101 Belair Road<br>Perry Hall, Maryland 21236                            | #20 Essex<br>118 Back River Neck Road<br>Essex, Maryland 21221                        |
| #14 Timonium<br>200 West Padonia Road<br>Timonium, Maryland 21093                           | #02 Wholesale Dundalk*<br>1105 Old North Point Road (Rear)<br>Dundalk, Maryland 21222 |
| #15 Towson<br>1746 East Joppa Road<br>Towson, Maryland 21234                                | #22 Reisterstown<br>720-A South Main Street<br>Reisterstown, Maryland 21136           |
| #16 Catonsville<br>5603 Baltimore National Pike<br>Castonsville, Maryland 21228             | #23 Ellicott City<br>9435 Baltimore National Pike<br>Ellicott City, Maryland 21043    |
| #07 Wholesale/Warehouse/Administration<br>7223 Ambassador Road<br>Baltimore, Maryland 21207 |   |

101-23

Recordation Tax Calculation

TO: State Department of Assessment and Taxation

BOOK 533 PAGE 56

Value of equipment,  
other non-exempt  
property

\$ 788,000

\_\_\_\_\_

\_\_\_\_\_ X \$950,000 = \$202,500

Total Value of all  
collateral

\$3,695,000

Amount not exempt from tax

\$ 202,500

Mr. Tire, Inc.

Date: 9/28/88

By: ✓ Frederic A. Tomarchio Pres.  
(Name & Title) Frederic A. Tomarchio, Pres

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):  Koons Hyundai, Inc. 1019 West Street Annapolis, Maryland	2. SECURED PARTY(IES) AND ADDRESS(ES):  Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
---	---

RECORD FEE 10.00  
 POSTAGE .50  
 #200840 C177 R03 T11:34  
 10/05/88

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

3. This statement refers to original Financing Statement No. 10-568965 Book 515 PAGE 460 Dated: 8/10/87

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 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.
--	---	---	--

Amendment: Change Secured party address to:  
 5020 Campbell Blvd.  
 Baltimore, Md. 21236

4. This transaction is exempt from the Recording Tax.  
 Filed with: Clerk of Circuit Court - Anne Arundel Co.

Dated: 9-29, 1988  
 By: P. E. Oswald  
 Ford Motor Credit Co.  
(NAME OF SECURED PARTY)  
 P. E. Oswald, Asst. Br. Mgr.

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

1050

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):  Koons Hyundai, Inc. 1019 West Street Annapolis, Md. 21401	2. SECURED PARTY(IES) AND ADDRESS(ES):  Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
--	---

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

3. This statement refers to original Financing Statement No. 10-268894- Book 515 Page 345 Dated: 8/4/87

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 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.
--	---	---	--

Amendment: Change Secured party address to:  
5020 Campbell Blvd.  
Baltimore, Md. 21236

RECORD FEE 10.00  
POSTAGE .50  
#200650 CTTY R03 T11:35  
10/05/88

4. This transaction is exempt from the Recording Tax.  
Filed with: Clerk of Circuit Ct. Harv Amundson Co

Dated: 9/29, 1988  
By: P. E. Oswald  
Ford Motor /Credit Co.  
(NAME OF SECURED PARTY)  
P. E. Oswald, Asst. Br. Mgr.

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

10<sup>50</sup>

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274825

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

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

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

This financing statement Dated 9/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 7462 Railroad Avenue, Hanover, MD 21076

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70 Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) 9/28/93

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

6 - Hydraroll Pneumatic Roller Track System

RECORD FEE 11.00
POSTAGE .50
#200660 0777 R03 T11:35
10/05/88

CHECK THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

(Signature of Debtor)

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)

Earl G. Walter
Executive Vice President

Type or Print Above Signature on Above Line

(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 World Wide Air Freight, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_ (Name or Names)  
P.O. Box 18501 BWI Airport Baltimore, Maryland 21240  
 \_\_\_\_\_  
 \_\_\_\_\_ (Address) CFSL 2964

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 \_\_\_\_\_  
 \_\_\_\_\_ (Name or Names)  
2001 E. Joppa Road Baltimore, Maryland 21234  
 \_\_\_\_\_  
 \_\_\_\_\_ (Address)

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

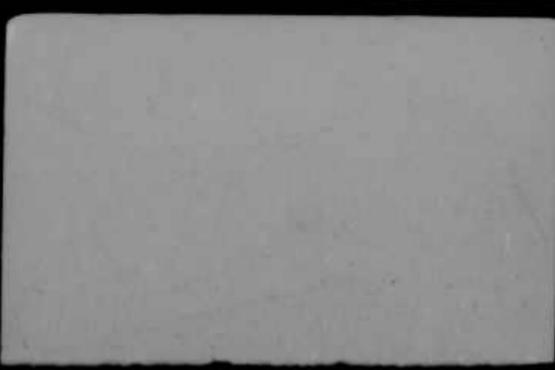
1 - TIE Businesscom 16 KSU with Power Supply	RECORD FEE	11.00
3 - Businesscom 16 Telephones	POSTAGE	.50
1 - <del>TIE TFX 200</del> - FAX Machine	#200680 C777 R03 111:36	
<i>SHARP FD-430 PPK MTH</i>		10/05/88

*2*

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

LESSEE	LESSOR
<u>World Wide Air Freight, Inc.</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u><i>Michael J. Hoban</i></u> (Title)	By: <u><i>Brian G. Connelly</i></u> (Title)
<u>Michael J. Hoban</u>	<u>Brian G. Connelly</u>
(Type or print name of person signing)	(Type or print name of person signing)
By: _____ (Title)	Return to:
_____ (Type or print name of person signing)	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u> <u>8767 SATYR HILL ROAD</u> <u>BALTIMORE, MD 21234</u>

*1/5*



BOOK 533 PAGE 61

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274827

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Home Delivery Service, Inc.

Address 8296 Patuxent Range Road, Jessup, Maryland 20794

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 2680, 500 DiGiulian Blvd., Glen Burnie, MD. 21061

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

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

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

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

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#200730 C777 R03 711:39  
10/05/88

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)

Home Delivery Service, Inc.  
See attached for originia signature  
\_\_\_\_\_  
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

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

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

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

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

1150

### TRANSFER AND ASSUMPTION AGREEMENT

**CREDIT ALLIANCE CORPORATION**  
500 Digiulian Blvd.  
P. O. Box 1680  
Glen Burnie, Maryland 21061

Date: March 23, 19 88  
Account # 1-560D-C-02-03333-0

Gentlemen: Blair's Trucking, Inc. (hereinafter referred to as "Transferor") has heretofore acquired from DiMarzo & Dellinger Truck Sales, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):

One (1) 1987 Nissan Model CLA83F S/N JNALA3J41HGF40084 with V6 VAII Body

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated \_\_\_\_\_, 19 \_\_\_\_\_, said Contract being in the stated sum of \$ 31,185.00 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 22,349.25, which shall be payable in 42 consecutive monthly instalments of \$ 519.75 each plus one final instalment of \$ 519.75, the first instalment being due April 17, 19 88.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Home Delivery Service, Inc. residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 8296 Patuxent Range Road, Jessup, Maryland 20794 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 2729 Crestview Road, Riva, Maryland 21140 and will be kept at 8296 Patuxent Range Road, Jessup, Maryland 20794.

Attest: Blair's Trucking, Inc.  
Signature of Transferor  
By: [Signature]  
(Title)

Attest: Home Delivery Service, Inc.  
Signature of Transferee  
By: [Signature]  
(Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto.

Attest: \_\_\_\_\_  
(Dealer)  
By: \_\_\_\_\_

#### CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

**CREDIT ALLIANCE CORPORATION**  
By: [Signature]  
LARRY F. KIMMEL, ADMIN. V.P.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

274823

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 Walter Lears of Annapolis, Ltd.

Address 1908 Forest Drive Annapolis, Maryland 21401

2. SECURED PARTY

Name Baldwin Services Center, Inc.

Address Defense Hwy 450 & 178 Annapolis, Maryland 21401

RECORD FEE 17.00  
POSTAGE .50  
#200740 CY77 R03 T11:39  
10/05/89

Person And Address To Whom Statement Is To Be Returned 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 SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680 500 DiGiulian Blvd  
Glen Burnie, Md 21061

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter Lears of Annapolis, Ltd.  
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

First Interstate Credit Alliance, Inc.

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

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

EQUIPMENT LEASE AGREEMENT

LESSOR: Baldwin Service Center, Inc.
Address: Defense Hwy 450 & 178
Annapolis, Maryland 21401

LESSEE: Walter Lears of Annapolis, Ltd.
Address: 1908 Forest Drive
Annapolis, Maryland 21401

On the 28th day of September, 1988, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):
One (1) 1989 International Model S-1654 Truck S/N 1HTLA2RMOKH619791 w/16' Morgan Van Body

TOTAL RENT \$ 35,179.20
ADVANCE RENT Paid Herewith \$ 1,465.80
BALANCE OF RENT \$ 33,713.40

No Purchase Option Available Hereunder
No Renewal Option Available Hereunder

Wherever the name Credit Alliance Corporation or Leasing Service Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Equipment to be located at: 1908 Forest Drive
Annapolis, Maryland

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 (said assignee hereinafter called "Holder") and upon such assignment, Lessee agrees not to assert against Holder and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Lessor who has executed this lease and/or any prior Holder, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Holder (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 28th day of September, 1988, and continuing on the same date of each month thereafter until paid; the first 45 installments shall each be in the amount of \$ 732.90, plus any applicable sales tax, and the final installment shall be in the amount of \$ 732.90, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

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 and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee 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), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment so paid for. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest, Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days, prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

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, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all costs, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Baldwin Service Center, Inc. (SEAL)
(Print Name of LESSOR Here)

Walter Lears of Annapolis, Ltd. (SEAL)
(Print Name of LESSEE Here)

By: Shada L. Baldwin, Clerk
(Signature and Title of Authorized Officer, Partner or Individual)

By: R. H. Lee Lear, Pres
(Signature and Title of Authorized Officer, Partner or Individual)

Attest:
Witness: Secretary

Attest:
Witness: Secretary

This instrument was prepared by

CREDIT ALLIANCE CORPORATION

ADDRESS: 3 FINANCING STATEMENT ORIGINAL-FOR FILING

533

**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 Lessee 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-leasing value of the Equipment; Lessee 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) \_\_\_\_\_  
 \_\_\_\_\_ (Print Corporate, Partnership or Trade Name or Individual Signature)  
 (Witness) \_\_\_\_\_ (Signature; Title of Office, "Partner" or "Proprietor")  
 Signature of Lessor

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 28, 1988

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee

and Baldwin Service Center, Inc. Defense Hwy 450 & 178 Annapolis, Maryland 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 FICAI 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 FICAI 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 FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI 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 FICAI to release, by operation of law or otherwise, and/or 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 FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 35,179.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of September, 19 88

Baldwin Service Center, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: Shodan L. Baldwin, Clerk

(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.)

274829

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)

Copelco Leasing Corporation  
One MEDIQ Plaza  
Pennsauken, N. J. 08110

No. of Additional Sheets Presented

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

Copelca Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken N. J. 08110

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

RECORD FEE 17.00  
Circuit Court of Anne  
Arundal County, MD

Filing Loc. #200750 0777 R03 T11:40  
10/05/88

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

See Exhibits A and B attached hereto, which are incorporated herein by reference

6. Assignee(s) of Secured Party and Address

New Jersey National Bank, Trustee  
370 Scotch Road  
West Trenton, N. J. 08628  
See Exhibit A hereto

Products of the Collateral are also covered

Lease Na. 00-5365-0

8. Describe Real Estate Here.

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

9. Name of a Record Owner

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

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction
- when the Collateral was brought into this state, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

By [Signature]  
Doris A. Erdman, Assn. Secty.

By [Signature]  
Burton J. Felder, President

(5/83)

Debtor:  
Copelco Lease Receivable Corporation  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

Secured Party:  
Copelco Lease Receivables Corp  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

Circuit Court of Anne Arundal County  
\*\*\*\*\* STATE OF Maryland \*\*\*\*\*

LEASE #	LESSEE EQUIP. ADDRESS	DESCRIPTION
00-53650	Aytekun Ulgen, M.D., P.A. 7845 Oakwood Road Glen Burnie, MD 21061	IBM Office Computer System

Debtor:  
Copelco Leasing Corporation  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

Secured Party:  
Copelco Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken, New Jersey 08110

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

All of Debtor's right, title and interest in and to, and any and all benefits accruing to Debtor from (the capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Fourth Subscription Agreement and the Fourth Sale and Assignment Agreement referred to below), (a) the Lease Contracts referred to (by lease number) in Exhibit B hereto between Debtor, as lessor, and the lessees referred to in such Exhibit B, which Lease Contracts have been assigned to Secured Party by Debtor pursuant to a Fourth Subscription Agreement and a Fourth Sale and Assignment Agreement, each dated as of September 30, 1988, between Debtor and Secured Party (respectively, the "Fourth Subscription Agreement" and the "Fourth Sale and Assignment Agreement"), (b) the Equipment described in such Exhibit B, and any replacement items used in the repair of or in substitution for such Equipment, all of which is the Equipment now or hereafter covered by such Lease Contracts, (c) all monies paid to Secured Party or held in any account or fund created under, and all investments held under, the Indenture dated as of December 1, 1986 between Secured Party and Assignee in connection with the transactions contemplated by the Fourth Subscription Agreement and the Fourth Sale and Assignment Agreement, (d) all proceeds, products, rents or profits of the foregoing collateral of every nature whatsoever, including proceeds of proceeds and of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquid property, including without limitation all proceeds consisting of Lease Receivables, security deposits and other sums payable pursuant to such Lease Contracts (other than the advance rental payments with respect to rental periods at the end of the initial term of such Lease Contracts that were required to be prepaid on or prior to the Cut-Off date and that are specifically excluded from the definition of Lease Receivables), and (e) all present and future accounts, contract rights, goods, letters of credit, general intangibles, chattel paper, documents, instruments, uncertificated securities, cash and non-cash proceeds, and other rights arising from or by virtue of the disposition of, or collections with respect to, or insurance proceeds payable with respect to, or claims against other persons with respect to, all or any part of the property referred to in the foregoing clauses (a) through (d) inclusive.

Exhibit A  
(page 1 of 2)

Executed counterpart copies of the documents referred to in the foregoing description of collateral are on file at the offices of Assignee set forth below and information concerning its security interests may be obtained from said office.

Item 6. Assignee of Secured Party and Address:

Assignee is New Jersey National Bank, as Trustee under an Indenture dated as of December 1, 1986, between Secured Party and Assignee, as amended and supplemented, and Assignee's address is 370 Scotch Road, West Trenton, New Jersey. Assignee is acting on behalf of the holders of the Lease Secured Pay-Through Amortizable Notes, Series 1988-A, Due 1993, of Secured Party, issued pursuant to the Fourth Supplement to such Indenture dated as of September 30, 1988, and, to the extent set forth in the Indenture, Provident National Bank, as the issuer of a Letter of Credit issued pursuant to such Fourth Supplement and a Letter of Credit issued pursuant to the Fourth Sale and Assignment Agreement.

Neither the execution of this Financing Statement nor the filing thereof shall constitute an admission or acknowledgment by Debtor or Secured Party that the transactions effected or contemplated by any of the documents referred to above create any security interest within the meaning of, or require any filing under the provisions of, the Uniform Commercial Code of any state.

271830

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

No. of Additional Sheets Presented

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

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

3.  The Debtor is a transmitting utility

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

Copelco Lease Receivables Corp.  
One MEDIQ Plaza  
Pennsauken, N. J. 08110

New Jersey National Bank  
Trustee  
370 Scotch Road  
West Trenton, N. J. 08628

Circuit Court of Anne  
Arundel County, MD  
Filing Loc.

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

See Exhibits A and B attached hereto, which are incorporated herein by reference

Lease No. 00-5365-0

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

RECORD FEE 17.00  
#200760 0777 R03 T11:40  
10/05/88

Products of the Collateral are also covered

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

No. & Street

Town or City

County

Section

Block

Lot

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)

Copelco Lease Receivables Corp.

New Jersey National Bank, Trustee

By Burton J. Feidler, President

By Vicent J. Serock, Vice President

(5/83)

Debtor:  
Copeland Lease Receivables Corp.  
One WMD10 Plaza  
Pennsauken, New Jersey 08110

Secured Party:  
New Jersey National Bank, Trustee  
170 Scotch Road  
Trantow, New Jersey 08623

Circuit Court of Anne Arundal County

----- STATE OF Maryland -----

LEASE #	LESSEE/EQUIP. ADDRESS	DESCRIPTION
00-5365-0	Aytekin Ulgen, M.D., P.A. 7845 Oakwood Road Glen Burnie, MD 21061	IBM Office Computer System

Debtor:  
 Copelco Lease Receivables Corp.  
 One MEDIQ Plaza  
 Pennsauken, NJ 08110

Secured Party:  
 New Jersey National Bank,  
 as Trustee  
 370 Scotch Road  
 West Trenton, NJ 08628

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

All of Debtor's right, title and interest in and to, and any and all benefits accruing to Debtor from (the capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Indenture dated as of December 1, 1986 between Debtor and Secured Party (as from time to time supplemented or amended, the "Indenture"), (a) the Lease Contracts referred to (by lease number) in Exhibit B hereto between Copelco Leasing Corporation ("Copelco"), as lessor, and the lessees referred to in such Exhibit B, which Lease Contracts have been assigned to Debtor by Copelco, (b) the Equipment described in such Exhibit B, and any replacement items used in the repair of or in substitution for such Equipment, all of which is the Equipment now or hereafter covered by such Lease Contracts, and which Equipment has been transferred to Debtor by Copelco, (c) all monies held in any account or fund created under, and all investments held under, the Indenture, (d) the Fourth Subscription Agreement dated as of September 30, 1988 between Copelco and Debtor, the Fourth Sale and Assignment Agreement dated as of September 30, 1988 between Copelco and Debtor, the Fourth Servicing Agreement dated as of September 30, 1988 among Debtor, Copelco and Secured Party, the Letter of Credit issued pursuant to the Fourth Supplement to the Indenture dated as of September 30, 1988 (the "Fourth Company Letter of Credit") and the Letter of Credit issued pursuant to such Fourth Sale and Assignment Agreement (the "Fourth Copelco Letter of Credit"), including in each case, the right to file claims and requests or to make demands thereunder and to receive payments in respect thereof, (e) all proceeds, products, rents or profits of the foregoing collateral of every nature whatsoever, including proceeds of proceeds and of the conversion, voluntary and involuntary, of any of the foregoing into cash or other liquid property, including without limitation all proceeds consisting of Lease Receivables, security deposits and other sums payable pursuant to such Lease Contracts (other than advance rental payments with respect to rental periods at the end of the initial term of such Lease Contracts that were required to be prepaid on or prior to the Cut-Off date and that are specifically excluded from the definition of Lease Receivables) and all proceeds paid pursuant to the Fourth Company Letter of Credit or the Fourth Copelco

Exhibit A  
 (page 1 of 2)

Letter of Credit, and (f) all present and future accounts, contract rights, goods, letters of credit, general intangibles, chattel paper, documents, instruments, uncertificated securities, cash and non-cash proceeds, and other rights arising from or by virtue of the disposition of, or collections with respect to, or insurance proceeds payable with respect to, or claims against other persons with respect to, all or any part of the property referred to in the foregoing clauses (a) through (e) inclusive.

Secured Party is acting on behalf of the holders of the Lease Secured Pay-Through Amortizable Notes, Series 1988-A, Due 1993, of Debtor, issued pursuant to the Fourth Supplement to the Indenture, and, to the extent set forth in the Indenture, Provident National Bank, as the issuer of the Fourth Company Letter of Credit and the Fourth Copelco Letter of Credit.

Executed counterpart copies of the documents referred to in the foregoing description of collateral are on file at the offices of the Secured Party set forth above and information concerning its security interests may be obtained from said office.

Annapolis

STATE OF MARYLAND

274831

FINANCING STATEMENT FORM UCC-1

Identifying File No.

BOOK 533 PAGE 75

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Fabrication Shop, Inc.
Address 550 Crain Highway, Unit 16, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name U.S. Amada, Ltd.
Address 7025 Firestone Blvd., Buena Park, CA 90621
#91-0862945

Person And Address To Whom Statement Is To Be Returned 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 Amada punch press, model Pega 244
A/I, tooling package.
Complete with all attachments now owned or hereafter acquired.
The undersigned hereby grants security interest in the above referenced equipment to secure payment of its full purchase price.

Name and address of Assignee
Amada Leasing Corp.
7025 Firestone Blvd.
Buena Park, CA 90621
#95-3766137

RECORD FEE 11.00
POSTAGE .50
#200800, C777 R03 T11:42
10/05/88

CHECK THE LINES WHICH APPLY

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

Not subject to recordation tax. Secured party is seller.

(If collateral is goods which are or are to become fixtures) The above 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) PRESIDENT

Tyrone Schwenk, President
Type or Print Above Name on Above Line
The Fabrication Shop, Inc.
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
U.S. Amada, Ltd.
Phil Davis, Admin. Spvr.
Type or Print Above Signature on Above Line



To Be Recorded In The ~~Land and 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 Of \$644.00 On Principal Amount Of \$92,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Recording Of This Financing Statement Among The Land Records.

RECORD FEE 21.00  
POSTAGE .50  
#297250 0237 R02 T14:07  
10/05/88

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

- 1. DEBTOR: MERRIFIELD GRAPHICS & PUBLISHING SERVICE, INC.  
7502 Connolley Drive  
Suite 109  
Hanover, Maryland 21076  
  
Additional Address of the Debtor:  
  
7817 Chestnut Grove Road  
Severn, Maryland 21144
- 2. SECURED PARTY: SIGNET BANK/MARYLAND  
7 St. Paul Street, 18th Floor  
Baltimore, Maryland 21202  
  
Attention: Ross L. Brown,  
Assistant Vice President

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

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets 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;

2/12

- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
  - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
  - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
  - (xi) General Intangibles in the form of goodwill; and
  - (xii) All equipment and property described on Exhibit A attached hereto and made a part hereof.
  - (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.
4. Some of the above described collateral may be located at, or affixed to, the real property located at 7502 Connelley Drive, Hanover, Maryland 21076. Friendship Business Center Limited Partnership is the record owner of such real property.
5. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

533 PAGE 80

BOOK 533 PAGE 79

DEBTOR:

MERRIFIELD GRAPHICS &  
PUBLISHING SERVICE, INC.,  
A Maryland Corporation

By: Cynthia A. Edmiston (SEAL)  
Cynthia A. Edmiston,  
President

Date: September 30, 1988

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Brian R. Lewis, Esquire  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 7650

EXHIBIT A

Linotronic system  
L300 2 Floppy Laser Imagesetter  
PostScript RIP  
Fonts  
ML-314 Film Processor

Macintosh System  
Mac II base unit  
CMS 60 mb internal hard disk  
Keyboard, Mac SE, extended  
1 MB memory expansion  
Mac II video board  
Mac II video board expansion slot  
Apple high resolution RGB monitor

NEC Silentwriter laser printer  
Four toner replacements  
Cable -- Mac to NEC

*Mac Scan*  
~~Dest-PC Plus~~ Scanner  
Software  
Cable kit, ~~Dest~~ to Mac

Aldus PageMaker (desktop publisher)  
FileMaker+ (organizer)  
Microsoft Word 3.01, (word processing)  
Aldus Free Hand (graphics, drawing)

Dayna File single 360K drive  
SCSI Cable, peripheral to peripheral  
Mouse pad  
Disks, 40

274833

AFTER RECORDING MAIL TO:  
EQUITABLE BANCORPORATION  
100 SOUTH CHARLES STREET  
BALTIMORE, MD 21201  
ATTN: ELIZABETH MILBOURN

FINANCING STATEMENT

533 PAGE 81

1. Name of Debtor: George J. Collins and  
Maureen Collins  
  
Address: 747 Bywater Road  
Gibson Island, Maryland 21056

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION  
Address: 100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Maria Brookes

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

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust dated July 14, 1988, from Debtor to Denise B. Kohlhepp and Arthur E. Jones, Jr., Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

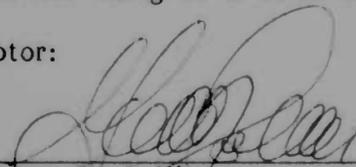
(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

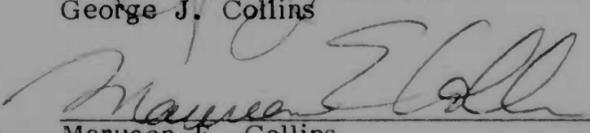
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

RECORD FEE 12.00  
POSTAGE .50  
#297340 C237 R02 T14:17  
10/05/88

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that recordation tax in or on the principal debt of \$900,000.00 was paid to the Clerk of the Circuit Court for Anne Arundel County with the filing of a Deed of Trust.

Debtor:  
  
\_\_\_\_\_  
George J. Collins (SEAL)

  
\_\_\_\_\_  
Maureen E. Collins (SEAL)

PLEASE RECORD WITH:

12:00

All of those lots of ground being situate in the State of Maryland, County of Anne Arundel and described as:

Being known and designated as Lots Nos. 258A and 259A, as shown on a Plat entitled "Amendment No. 1 to Sheet No. 1, Plat of Gibson Island", which plat was originally recorded among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, Section 1, folio 17, later recorded among said Plat Records in Plat Cabinet No. 1, Rod B, Plat No. 1, but is now recorded among said Plat Records in Plat Book No. 1, folio 16.

Being those same lots of ground which by deed dated September 12, 1986 were conveyed from S. Yeardley Smith and Doris B. Smith, his wife, to the Grantors named herein, being recorded among the Land Records of Anne Arundel County, Maryland at Liber 4180, folio 141.

274831

FINANCING STATEMENT

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

1. Name and Address of Debtor:

CRAIN-MAYO LIMITED PARTNERSHIP  
Suite 109  
325 Hospital Drive  
Glen Burnie, Maryland 21061

2. Name and Address of Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION  
100 S. Charles Street  
Baltimore, Maryland 21201  
Attn: Denise C. Kerley  
Assistant Vice President

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

RECORD FEE 17.00  
POSTAGE .50  
#200890 CY77 R03 T14:17  
10/05/88

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 connection with, or in lieu of (i) any taking of the Land or any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Land or any part thereof.

17.50

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 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 dated December 26, 1984, given by the Debtor to the trustees named therein, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3834, folio 662. 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 attached hereto.

Debtor:

CRAIN-MAYO LIMITED  
PARTNERSHIP

Secured Party:

EQUITABLE BANK, NATIONAL  
ASSOCIATION

By: *Angel E. Kelly* (SEAL)

By: *Denise C. Kerley* (SEAL)

Denise C. Kerley  
Assistant Vice President

DATED: June 30, 1988

TO BE RECORDED AMONG: Financing Statement Records of the Circuit  
Court for Anne Arundel County, Maryland

Please return to: Shaun F. Carrick, Esquire  
Miles & Stockbridge  
10 Light Street  
Baltimore, MD 21202

VBF/12-26-84  
7344r

BOOK 533 PAGE 85

FINANCING STATEMENT

by

CRAIN-MAYO LIMITED PARTNERSHIP, DEBTOR

and

EQUITABLE BANK, NATIONAL ASSOCIATION  
SECURED PARTY

EXHIBIT A

Description of Land

ALL OF THAT LAND AND IMPROVEMENTS THEREON, situate  
and lying in Anne Arundel County, Maryland, which is  
described as follows:

ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an Iron pipe there found on the westernmost Right of Way Line of Crain Highway as shown on the Maryland State Roads Commission Plat Number 15298 in the first, or South 66 degree 47 minute East 977.90 foot, line of the conveyance by Frederick J. Miller to Vincent S. Serio by deed dated March 19, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1740, Folio 434; said beginning point being distant South 74 degrees 00 minutes 10 seconds East 943.24 feet from the beginning of said line; thence leaving said outline and running with said side of the Crain Highway as now surveyed South 09 degrees 56 minutes 50 seconds West 95.06 feet to the northernmost side of Mayo Road (40 feet wide) as shown on a plat recorded with the conveyance by Vincent S. Sergio to Anne Arundel County by deed dated May 26, 1969, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2271, Folio 133; thence leaving said Crain Highway and running with said side of Mayo Road with a curve to the right having a radius of 25.0 feet on an arc of 16.07 feet; said arc having a chord of South 81 degrees 56 minutes 50 seconds West 15.79 feet; thence leaving said curve and running North 79 degrees 38 minutes 15 seconds West 39.39 feet to a curve to the left having a radius of 431.02 feet; thence

VBF/12-26-84  
7344r

running with said curve on an arc of 138.57 feet; said arc having a chord of North 88 degrees 50 minutes 50 seconds West 137.97 feet to Intersect the third, or North 66 degrees 47 minutes West 341.30 foot, line of said conveyance to Vincent S. Serio; thence leaving said Mayo Road and running with part of said line North 74 degrees 29 minutes 15 seconds West 112.58 feet to the Easternmost side of Old Stage Road; thence running with said side of Old Stage Road North 07 degrees 21 minutes 50 seconds West 61.95 feet and North 19 degrees 04 minutes West 102.86 feet to an Iron pipe now set in said First Line of the conveyance to Vincent S. Serio; thence leaving said Old Stage Road and running with part of said line South 74 degrees 01 minute 10 seconds East 373.19 feet to the Place of Beginning. Containing 0.965 Acres, More or Less. According to a survey and Plat made by Edward Hall, III, and Associates, P.A., Registered Professional Land Surveyors, in June 1972.

274835

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. <del>XXXXXXXXXXXXXXXXXXXX</del> and address(es) LESSEE NORTH ARUNDEL HOSPITAL 301 HOSPITAL DRIVE GLEN BURNIE, MD 21061	2. <del>XXXXXXXXXXXX</del> and address(es) LESSOR SCIENTIFIC LEASING INC. 292 COLT HIGHWAY FARMINGTON, CT 06032-3029	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #200890 C777 R03 T14:17 10/05/88

7. This financing statement covers the following types (or items) of property: LEASE 4255, SCHEDULE 01 DATED JULY 19, 1988 AND ALL RENTALS, PURCHASE OPTION PAYMENTS AND OTHER SUMS PAYABLE THEREUNDER. EQUIPMENT: (1) PENTAX FCH-15 NEPHROSCOPE, S/N A31068 WITH ACCESSORIES; (2) BIOPSY FORCEPS; (2) CLEANING BRUSHES; ADAPTER FOR LIGHT SOURCE. EQUIPMENT LOCATED AT ABOVE ADDRESS.

NOT SUBJECT TO RECORDATION TAX

TRUE LEASE - DOES NOT CREATE A SECURITY INTEREST

FILED WITH: CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY  
ANNAPOLIS, MD 21401

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

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9) 1150	NORTH ARUNDEL HOSPITAL _____ <i>Alfred J. Bryan Jr.</i> _____ Signature(s) of Debtor (or Assignor) LESSEE	SCIENTIFIC LEASING INC. _____ <i>Mitchell D. Weiss</i> _____ Signature(s) of Secured Party (or Assignee) LESSOR
Filing Officer Copy - Alphabetical ALFRED J. BRYAN JR-EXEC DIR		MITCHELL D. WEISS - SR VP OPER

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

3. Maturity date (if any):

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

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

For Filing Officer (Date, Time and Filing Office)

ELMCO, Inc.  
1623 Forest Dr., Suite 300  
Annapolis, MD 21401

Greyhound Computer Corporation  
Greyhound Tower  
Phoenix, AZ 85077

RECORD FEE 10.00  
POSTAGE .50  
#200910 C177 R03 T14:21  
10/05/88

4. This statement refers to original Financing Statement bearing File No. 33958 249026 465/566  
Filed with Anne Arundel County - Maryland September 14, 1983

- 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.

1483-7

No. of additional Sheets presented:

ELMCO, INC.

E. B. Meadows, President

By: E. B. Meadows, President  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

GREYHOUND COMPUTER CORPORATION

David A. Clarke, Assistant Secretary

By: David A. Clarke, Assistant Secretary  
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274833

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

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

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

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

1. DEBTOR

Name Theresa M Fischer
Address 222 Ella Welch Way Lothian, Md. 20711

2. SECURED PARTY

Name Robert F Jarnagin & Tona L Jarnagin
Address 222 Ella Welch Way Lothian, Md. 20711

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

3. Maturity date of obligation (if any)

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

Used 1976 Hillcrest Mobilehome 14X70 Color-White Serial # 02110867J

Name and address of Assignee: First Manufactured Housing Credit Corp PO Box 190 Glen Burnie, Md. 21061

\*This Transaction is not subject to Recordation Tax.

Anne Arundel County

See Attached (Schedule A) ¶

RECORD FEE 11.00
POSTAGE .50
#20310 0040 R04 T15:10
10/05/88

CHECK THE LINES WHICH APPLY

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

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

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

1150

Theresa M Fischer by Jean Puller FMHCC poa
(Signature of Debtor)

Theresa M Fischer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jean Puller
(Signature of Secured Party)

Jean Puller FMHCC
Type or Print Above Signature on Above Line

SCHEDULE A

80  
BOOK 533 89-A

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

STATE OF MARYLAND

FORM 933

90  
274868

FINANCING STATEMENT FORM UCC-1

Identifyin, \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Sept 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Guy W Sauceman & Jeanne Sauceman  
Address Bells MHP Lot #6, Severn, MD 21144

2. SECURED PARTY

Name Terry L Hauser & Charlotte B Hauser  
Address Bells MHP Lot # 6, Severn, MD 21144

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

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

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

1977 Windsor 14x70 Used Mobil Home  
Serial #ZW170145336  
See Attached(Schedule A)  
Anne Arundel County

Name and address of Assignee  
First Manufactured Housing Credit Corp  
PO Box 190  
Glen Burnie, Md. 21061

RECORD FEE 14.00  
POSTAGE .50  
#220330 0040 R11 115419  
10/05/88

This transaction is 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)

Guy W Sauceman by FMHCC  
(Signature of Debtor)

Guy W Sauceman  
Type or Print Above Name on Above Line

He

Jeanne Sauceman by FMHCC  
(Signature of Debtor)

Jeanne Sauceman  
Type or Print Above Signature on Above Line

Jean Puller  
(Signature of Secured Party)

Jean Puller, FMHCC  
Type or Print Above Signature on Above Line

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we Guy W. Sauceman  
Jeanne Sauceman

of Bells MHP Lot #6

City of Severn, County of Anne Arundel

State of MD. do hereby make, constitute and appoint  
Jean Puller of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

Windsor ZW170145336 14 x 70  
(Make) (Model) (Serial) (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 29th day of August, 1986.

Guy W. Sauceman (Buyer) \_\_\_\_\_ (Buyer)

Jeanne Sauceman (Buyer) \_\_\_\_\_ (Buyer)

Sworn to and subscribed before me this 29th day of August, 1986

[Signature] My Commission Expires 7/1/90  
(Notary Public)

\_\_\_\_\_  
(Unofficial Witness)

SCHEDULE A

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

16-5117

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

533 93

- 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).

272807

DEBTOR  
MARK STEPHEN BARRON  
ROYANNE LYNN BARRON  
(Name)  
1 SO CAROL PARKWAY VILLAGE  
(Address)  
LAUREL, MD. 20707

SECURED PARTY (OR ASSIGNEE)

Attn: Robert John & Vicki Sue Focht  
(Name of Loan Officer)  
1 South Carol Parkway Village  
(Address)  
Laurel, Md. 20707

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

USED 1977 CIMARRON, 24' x 52' USED 502, 2571 AYWT Mobile home - together with all appliances, equipment, accessories, parts and accessories thereon and therefore and all proceeds, replacements or additions therefore, and all substitutions, all as more fully described in the Manufactured Home Retail Installment Agreement between debtor and secured part.

Anne Arundel County

RECORDED FEE 12.00  
 POSTAGE .50

REC-0340 0040 004 115-119  
 10/05/93

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)

Mark Stephen Barron (Seal)  
(MARK STEPHEN BARRON)  
Royanne Lynn Barron (Seal)  
(ROYANNE LYNN BARRON)  
(Print or Type Name)

DEBTOR (OR ASSIGNEE)

Jean Puller (Seal)  
Jean Puller - FMHCC  
(Print or Type Name)

SCHEDULE A

FORM 533 94

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

AP Co. # 1549 10/1/88 H27

533 95  
274803

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax - Conditional Sales
- Recordation Tax of \$ \_\_\_\_\_ on Contract
- 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: GEO. C. COUNCILL CONTRACTING CORP.  
(Name or Names)  
P. O. BOX 369 GLEN BURNIE, MARYLAND 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: JOHN C. LOUIS COMPANY, INC.  
(Name or Names)  
1805 CHERRY HILL ROAD BALTIMORE, MARYLAND 21230  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: SIGNET BANK/MARYLAND  
(Name or Names)  
P.O. BOX 22497 BALTIMORE, MARYLAND 21203  
(Address)

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

One (1) Used Power Burber Model 3500, s/n 35884017

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT  
SELLER IS SECURED PARTY

11.00  
50

RECORD FEE 11.00  
POSTAGE .50  
M200400 0040 R04 115-00  
10/05/88

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):  
GEO. C. COUNCILL CONTRACTING CORP.  
By: James C. Councill President  
James C. Councill (Title)  
(Type or print name of person signing)

SECURED PARTY:  
JOHN C. LOUIS COMPANY, INC.  
By: Burton R. Davison V.P.  
Burton R. Davison V.P. (Title)  
(Type or print name of person signing)

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

Return To: SIGNET BANK/MARYLAND  
P. O. Box 22497 Baltimore, Maryland 21203

ANNE ARUNDEL COUNTY  
271870

FINANCING STATEMENT

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

1. Name of Debtor(s): STAR ELECTRIC COMPANY, INC.  
Address: 8137 Telegraph Road  
Severn, MD 21144

533 96

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
Silver Spring, Maryland 20910

2001 Davidsonville Road  
Crofton, MD 21114

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

Accounts Receivable & Equipment (no equipment purchased this transaction)

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

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

RECORD FEE 11.00  
POSTAGE .50  
#297470 C237 R02 T15:20  
10/05/88

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): STAR ELECTRIC COMPANY, INC.

*Siegfried Ascherl, President*  
Siegfried Ascherl, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis L. Ortiz*

Dennis L. Ortiz  
(Type Name and Title)  
Assistant Vice President

(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)

1130

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 517 FOLIO 257 ON September 3, 1987 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Rd., Glen Burnie, Md. 21061

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50

#297880 C055 R02 T16:28  
10/05/88

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated September 14, 1988

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Vice President  
Type or Print Above Name on Above Line

10 00  
50

A.A. Co.

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 517 FOLIO 257 ON September 3, 1987 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Rd., Glen Burnie, Md. 21061

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50

#297880 C055 R02 T16:28  
10/05/88

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated September 14, 1988

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Vice President  
Type or Print Above Name on Above Line

10 00  
50

A.A. Co.

274571

533 98

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)  
Wayson, Janet L.  
120 Owensville Road  
West River, MD 20778

2. Secured Party(ies) and address(es)  
Fasig-Tipton Midlantic, Inc.  
2150 Newtown Pike  
Lexington, KY 40511

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

RECORD FEE 11.00  
M220400 C040 R04 T16120  
10/05/85

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

Hip No. 64 - 1987 gr. c. THIRTY EIGHT PACES/GALA  
ICECAPETTE

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

1100

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, Md.

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

Janet L. Wayson

Fasig-Tipton Midlantic, Inc.

By: Janet L. Wayson  
Fasig-Tipton Midlantic, Inc. P.O.A.

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

\_\_\_\_\_  
 The New Barbet Corporation  
 (Name)  
 829 Central Avenue  
 (Address)  
 Linthicum, Maryland 21090

\_\_\_\_\_  
 Attn: Kenneth C. Cook  
 (Name of Loan Officer)  
 6395 Dobbin Rd., Suite 105  
 (Address)  
 Columbia, MD 21045

131-012

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

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

RECORDATION FEE 11.00  
 POSTAGE .50  
 #220617 0040 RM 11/12/1  
 10/05/08

11.00  
50

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

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 (Signature)  
 Barbara S. Kight, President  
 (Print or Type Name)

\_\_\_\_\_  
 (Seal)  
 (Signature)  
 (Print or Type Name)

STATE OF MARYLAND

271873

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 Oct. 3, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ASPLUNDH SERVICE CO.

Address P.O. Box 664, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 MainSt., 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 P160WJD Air Compressor, SN 170503 and all accessories and attachments thereto.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#220670 03-10 104 116322  
10/05/88

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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASPLUNDH SERVICE CO.

James D. Beam Vice Pres. X  
(Signature of Debtor) (Title)

JAMES D. BEAM X  
Type or Print Above Name on Above Line

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

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

INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger  
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

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

FORM 533-100

11-50

274874

FINANCING STATEMENT

533-101

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

United Trailer Transport, Inc.  
108 Holsum Way, Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration, an Agency of the U.S. Government  
Equitable Building, 3rd Floor, 10 N. Calvert Street  
Baltimore, Maryland 21202

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- 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.

RECORDS FEE 11.00  
 POSTAGE .30  
 BALTIMORE 21202 10/05/08  
 10/05/08  
 d

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 \$ 150,000.00 plus interest.

11.00  
+ .50

Attest:

Karen M Wilson  
Secretary

DEBTOR:

United Trailer Transport, Inc.

By:

Joseph P. McNerney, President

AFTER RECORDATION RETURN TO: Small Business Administration  
Equitable Building, 3rd Floor  
10 N. Calvert Street  
Baltimore, MD 21202

274875

FINANCING STATEMENT

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

1. Name of Debtor(s): Bay Fence Company, Inc.  
Address: 1920 North Lawrence Ave.  
Annapolis, MD 21401

533 102

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910  
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:  
Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

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

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

11.00  
1.30  
R220690 2040 104 116429  
10/03/00  
E

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Bay Fence Company, Inc.

Debtor(s):

By: Stanley Bloom  
Stanley Bloom, President/Secretary

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein  
David E. Klein, Asst. Vice-Pres.  
(Type Name and Title)

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

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

11.00  
50

STATE OF MARYLAND

274876

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 FERGUSON TRENCHING CO.  
Address 123 REVEL HIGHWAY, ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name MAI BASIC FOUR, INC.  
Address P.O. BOX C-11921, TUSTIN, CA. 92711

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

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

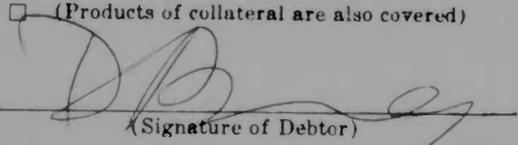
Name and address of Assignee

(1) 2000 TO 3000 U/G: 1-CPU, 4MB MEM, P/S, CAB W/MCS PANEL (10 CONTR, 8-WAY, 2500/3000/4000) (1) UNINTERRUPTIBLE POWER SUPPLY (1000 WATTS) (2) TERMINAL, DT-4313 WU ENG (10 HD DSK, 160MB 5 1/4" W/CABLE, 2ND, 3000 (10 CONTR, SGL BOARD HD DSK W/CBL, 2000/3000/4000 MFG. AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATEAL ARE COVERED. WA5551 CUST#006304001 SHPD 9/30/88

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)

RECORD FEE 11.00  
#220710 0040 104 116+31  
10/05/88  
1

*1100*  
  
(Signature of Debtor)

Type or Print Above Name on Above Line  
FERGUSON TRENCHING CO.

DEBORAH BURGER, ATTORNEY IN FACT  
(Signature of Debtor)

  
MAI BASIC FOUR, INC. JENAN WILHELM  
CREDIT & COLLECTIONS  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line



271877

533 104

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmuting ability
1 Debtor(s) (Last Name First) and Address(es) HUDAK LAWRENCE S. WILCOX CANDACE A. 247 EDWARD LANE, BOONES ESTATES LOTHIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MD 20613	4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 #220120 0940 R04 T16132 10/05/88	
5 This Financing Statement covers the following types (or items) of property 1978 ZIMMER PRINCESS 14 X 70 SERIAL # ZZF17446 AND INCLUDING ALL <del>FURNITURE</del> 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 <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input checked="" 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)	
8 Describe Real Estate Here 1700	<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 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)	
HUDAK LAWRENCE S. <i>Lawrence S. Hudak</i> Signature(s) of Debtor(s)		WILCOX CANDACE A. <i>Candace Wilcox</i> ACCENT MOBILE HOMES Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

(3/83)

STATE OF MARYLAND

274878

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 BUBA, JAMES J., AS LESSEE DBA ICE HOUSE MACHINE SHOP

Address 7407 BALTIMORE & ANNAPOLIS BLVD; GLEN BURNIE, MD 21061  
ANNE ARUNDEL COUNTY

2. SECURED PARTY

Name INDUSTRIAL LEASING CORPORATION, AS LESSOR

Address 2121 S.W. BROADWAY, STE 200; PORTLAND, OR 97201

2121 S.W. BROADWAY, STE 200, PORTLAND, OR 97201

Person And Address To Whom Statement Is To Be Returned 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) SPRINGFIELD 16'X60' MACHINE LATHE, ONE (1) VIKING STEEL SHOT BLASTER; ACCESSORIES, ADDITIONS AND ATTACHMENTS.

THIS TRANSACTION IS A LEASE AND NOT INTENDED BY THE PARTIES AS A SECURITY TRANSACTION. FILING IS ONLY INTENDED TO MAKE THE LEASE A MATTER OF PUBLIC RECORD. 143000

Name and address of Assignee

RECORD FEE 12.00  
POSTAGE .50  
#229730 0040 004 116133  
10/05/85

FORM 533 105

CHECK  THE LINES WHICH APPLY

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

12.50

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tal H. Kennedy

BY POWER OF ATTORNEY BY INDUSTRIAL LEASING CORPORATION,  
OPERATIONS MANAGER (Signature of Debtor)

JAMES J. BUBA DBA ICE HOUSE MACHINE SHOP

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Tal H. Kennedy

(Signature of Secured Party)

INDUSTRIAL LEASING CORPORATION

Type or Print Above Signature on Above Line



C:SB078504.FIS  
3740:L  
09/16/88

533 106

271579

FINANCING STATEMENT

1. Name of Debtor: POWERS CONSTRUCTION COMPANY  
Address: 7779 New York Lane  
Glen Burnie, Maryland 21061

2. Name of Secured Party: SOVRAN BANK/MARYLAND  
Address: 31 Light Street  
Baltimore, Maryland 21202  
Attn: Margaret T. Everett,  
Vice President

RECORD FEE 31.00  
POSTAGE .50  
#298010 0237 R02 T08:17  
10/06/88

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

(a) The interest of the Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 20, 1988 from Debtor to Richard J. Hajjar and Alice A. Steely, Trustees (the "Deed of Trust"), all property being located in Carroll County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof (such items, improvements and real property being hereinafter referred to collectively as the "Property").

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

(c) Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

31 030  
(d) All of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any

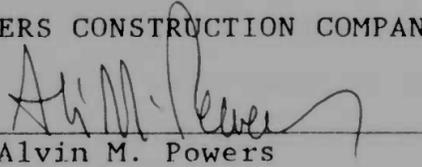
lease, sublease or agreement pertaining thereto, and all right, title and interest of the Debtor, in and to, and remedies under, all leases and subleases of the Property, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees and sublessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases and subleases 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. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$775,000 was paid upon the recordation of the Deed of Trust in the land records of Anne Arundel County, Maryland.

Debtor:

POWERS CONSTRUCTION COMPANY

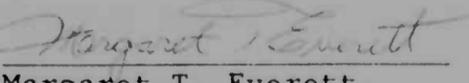
By:

  
Alvin M. Powers  
President

Secured Party:

SOVRAN BANK/MARYLAND

By:

  
Margaret T. Everett,  
Vice President

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

PLEASE RECORD AS FOLLOWS:

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

EXHIBIT A

PROPERTY DESCRIPTION

ALL those tracts or parcels of land located in the Seventh (7th) Election District of Carroll County, State of Maryland, and more particularly described as follows:

**PARCEL NO. 1 (WEST SIDE PROPOSED ROYER ROAD EXTENSION)**

Beginning for the same at an iron pin heretofore set in or near the center of the existing paved surface of Bell Road, said beginning point being at the beginning of the third or North 28 degrees 59 minutes 45 seconds East, 1069.20 foot line as described in a conveyance from Westminster Nurseries, Inc. to Richard S. Diener by deed dated August 15, 1985 and recorded among the Land Records of Carroll County in Liber L.W.S. 915, Folio 124, and said beginning point also being at the beginning of the tenth or North 29 degrees East, 64.8 rods line as described in a conveyance from Donald C. Sponseller, Trustee to Victor L. Pitchford and Alice R. Pitchford by deed dated May 12, 1947 and recorded among the Land Records of Carroll County in Liber E.A.S. 194, Folio 368; thence leaving the place of beginning and running in or near the center of the existing paved surface of Bell Road and running and binding on the tenth line of said conveyance to Victor L. Pitchford and also running and binding on the third line of said conveyance to Richard S. Diener, as now surveyed, bearing referred to Grid North as established for the Maryland State Coordinate System, 1) North 22 degrees 00 minutes 36 seconds East, 1069.29 feet to a point in or near the center of the existing paved surface of Uniontown Road; thence

leaving the said conveyance to Victor L. Pitchford and running in or near the center of the existing paved surface of Uniontown Road and running and binding on a part of the fourth or South 70 degrees 16 minutes 15 seconds East, 1100.24 foot line in said conveyance to Richard S. Diener, 2) South 77 degrees 20 minutes 09 seconds East, 430.00 feet to the beginning point of a conveyance from the County Commissioners of Carroll County to the City of Westminster, Maryland by deed dated August 14, 1975 and recorded among the Land Records of Carroll County in Liber C.C.C. 602, Folio 161 for the widening of Uniontown Road; thence leaving the center of the existing paved surface of Uniontown Road and the fourth line of said conveyance to Richard S. Diener and running reversely on a part of the outline of said conveyance to the City of Westminster, Maryland, the following two courses, 3) South 12 degrees 14 minutes 24 seconds West, 29.34 feet; thence running on the southernmost Right of Way Line of Uniontown Road, (as widened for an ultimate 60 foot Right of Way), 4) South 77 degrees 45 minutes 36 seconds East, 74.38 feet to the westernmost side of a parcel of land reserved in a conveyance from the County Commissioners of Carroll County to Westminster Nurseries, Inc. by deed dated September 14, 1979 and recorded among the Land Records of Carroll County in Liber L.W.S. 750, Folio 565, said reservation being for the proposed extension of Royer Road; thence leaving said Uniontown Road and running and binding on the westernmost outline of said reservation the following five courses,

5) South 32 degrees 45 minutes 36 seconds East, 35.36 feet; thence,  
6) South 12 degrees 14 minutes 24 seconds West, 236.49 feet; thence,  
7) by a curve to the left southerly, 301.39 feet, said curve having  
a radius of 1034.00 feet and a chord bearing and distance of  
South 03 degrees 53 minutes 22 seconds West, 300.33 feet; thence,  
8) South 04 degrees 27 minutes 39 seconds East, 753.17 feet; thence,  
9) by a curve to the right southerly, 477.12 feet, said curve  
having a radius of 2716.00 feet and a chord bearing and distance of  
South 00 degrees 34 minutes 18 seconds West, 476.51 feet to the  
end of said reservation and to intersect the second or North  
36 degrees 38 minutes 26 seconds West, 1598.65 foot line of the  
aforesaid conveyance to Richard S. Diener, at a distance of 308.41  
feet measured along said line from a stone heretofore set at the  
beginning thereof; thence running and binding on the remainder  
of said second line, 10) North 43 degrees 33 minutes 17 seconds  
West, 1290.46 feet to the place of beginning.

Containing: 23.8463 Acres more or less

PARCEL NO. 2 (EAST SIDE OF ROYER ROAD EXTENSION)

Beginning for the same at a stone heretofore set at the  
beginning point as described in a conveyance from Westminster  
Nurseries, Inc. to Richard S. Diener by deed dated August 15, 1985  
and recorded among the Land Records of Carroll County in Liber  
L.W.S. 915, Folio 124, said beginning point also being at the  
beginning of the eighteenth or North 81 degrees 00 minutes 00 seconds

West, 308.14 foot line as described in a conveyance from Carroll County Bank and Trust Company to Martin K. P. Hill by deed dated May 3, 1985 and recorded among the Land Records of Carroll County in Liber L.W.S. 901, Folio 064, and said beginning also being at the beginning of the twelfth or North 18 degrees 34 minutes 42 seconds East, 156.99 foot line of a conveyance from David Jones to Win Properties by deed dated October 9, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. 643, Folio 423; thence leaving the place of beginning and the said conveyance to Win Properties and running and binding on the first or North 81 degrees 24 minutes 50 seconds West, 1280.10 foot line of said conveyance to Richard S. Diener and also running and binding, in part, on the eighteenth line of said conveyance to Martin K. P. Hill and, in part, reversely on the twelfth or South 88 degrees 19 minutes 00 seconds East, 756.96 foot line of a conveyance from John D. Hannon to Tahoma Farms, Inc. by deed dated December 8, 1981 and recorded among the Land Records of Carroll County in Liber L.W.S. 804, Folio 202, as now surveyed, bearings referred to Grid North as established for the Maryland State Coordinate System, 1) North 88 degrees 18 minutes 15 seconds West, passing over an iron pipe heretofore set at the end of 308.88 feet, in all, 1280.13 feet to a stone heretofore set; thence running and binding on a part of the second line of said conveyance to Richard S. Diener, 2) North 43 degrees 33 minutes 17 seconds West, 219.33 feet to the easternmost side of a parcel of land reserved in a conveyance from the

County Commissioners of Carroll County to Westminster Nurseries, Inc. by deed dated September 14, 1979 and recorded among the Land Records of Carroll County in Liber L.W.S. 750, Folio 565, said reservation being for the proposed extension of Royer Road; thence running and binding on the easternmost outline of said reservation the following five courses, 3) by a curve to the left northerly, 547.33 feet; said curve having a radius of 2784.00 feet and a chord bearing and distance of North 01 degrees 10 minutes 17 seconds East, 546.44 feet; thence, 4) North 04 degrees 27 minutes 39 seconds West, 753.17 feet; thence, 5) by a curve to the right, northerly, 281.57 feet, said curve having a radius of 966.00 feet and a chord bearing and distance of North 03 degrees 53 minutes 22 seconds East, 280.58 feet; thence, 6) North 12 degrees 14 minutes 24 seconds East, 236.49 feet; thence, 7) North 57 degrees 14 minutes 24 seconds East, 35.36 feet to the end of said reservation and to intersect the second or North 77 degrees 46 minutes 25 seconds West, 200 foot line of a conveyance from the County Commissioners of Carroll County to the City of Westminster, Maryland by deed dated August 14, 1975 and recorded among the Land Records of Carroll County in Liber C.C.C. 602, Folio 161, for the widening of Uniontown Road; thence running and binding reversely on the outline of said conveyance to the City of Westminster, Maryland and on the southernmost Right of Way Line of Uniontown Road, (as widened to a 60 foot Right of Way), the following three courses, 8) South

77 degrees 45 minutes 36 seconds East, 7.58 feet; thence,  
9) by a curve to the right southeasterly, 113.07 feet, said curve  
having a radius of 5699.58 and a chord bearing and distance of  
South 77 degrees 11 minutes 30 seconds East, 113.07 feet; thence,  
10) South 76 degrees 37 minutes 24 seconds East, 351.91 feet to  
intersect the fifth or South 34 degrees 58 minutes 00 seconds  
West, 893.00 foot line of the aforesaid conveyance to  
Richard S. Diener and also to intersect the second or North  
34 degrees 58 minutes 00 seconds East, 893.00 foot line of a  
conveyance from The B. F. Shriver Company to the Board of Education  
of Carroll County, Maryland by deed dated May 9, 1974, and recorded  
among the Land Records of Carroll County in Liber C.C.C. 569, Folio 222;  
thence leaving the said Uniontown Road and running and binding  
reversely on a part of the second line of said conveyance to the  
Board of Education of Carroll County, Maryland and also running  
and binding on a part of the fifth line of said conveyance to  
Richard S. Diener, 11) South 28 degrees 05 minutes 02 seconds West,  
866.55 feet; thence continuing reversely on the outline of said  
conveyance to the Board of Education of Carroll County and also  
continuing on the outline of said conveyance to Richard S. Diener,  
12) South 80 degrees 14 minutes 55 seconds East, 1302.32 feet to inter-  
sect the thirteenth or North 06 degrees 49 minutes 37 seconds West,  
1782 foot line of the aforesaid conveyance to Win Properties;  
thence running and binding reversely on a part of the thirteenth

and on the twelfth lines of said conveyance to Win Properties and also continuing on the outline of said conveyance to Richard S. Diener, the following two courses, 13) South 06 degrees 46 minutes 41 seconds East, 788.44 feet to a stone heretofore set; thence 14) South 18 degrees 27 minutes 33 seconds West, 156.15 feet to the place of beginning.

Containing 40.0475 Acres more or less

The two above herein described tracts of land being all of the land in a conveyance from Westminster Nurseries, Inc. to Richard S. Diener by deed dated August 15, 1985 and recorded among the Land Records of Carroll County in Liber L.W.S. 915, Folio 124.

Subject to a fifteen foot Revertible Slope Easement on each side of the proposed extension of Royer Road as reserved in a conveyance from the County Commissioners of Carroll County to Westminster Nurseries, Inc. by deed dated September 14, 1979 and recorded among the Land Records of Carroll County in Liber L.W.S. 750, Folio 565.

And subject to all the easements as described and shown in a conveyance from the County Commissioners of Carroll County to the City of Westminster, Maryland by deed dated August 14, 1975 and recorded among the Land Records of Carroll County in Liber C.C.C. 602, Folio 161.

And tract No. 2 also being subject to an easement or perpetual right of way twenty feet in width and the terms and

conditions pertaining to said perpetual right of way all as described and shown in an Indenture of the B. F. Shriver Company to the Mayor and Common Council of Westminster, dated July 3, 1973 and recorded among the Land Records of Carroll County in Liber C.C.C. 547, Folio 401.

274830

533 116

FINANCING STATEMENT

TO BE RECORDED IN:  
THE FINANCING STATEMENT RECORDS  
OF THE STATE OF MARYLAND  
THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND  
THE FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: Sher-Lo Properties, Inc.  
137 Gibraltar Street  
Annapolis, Maryland 21401
2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland  
c/o Office of Law  
P.O. Box 1831  
Annapolis, Maryland 21404
3. This Financing Statement covers the following types (or items) of property:

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to that certain parcel of real property and improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

Debtor:

ATTEST:

SHER-LO PROPERTIES, INC.

*Geoffrey B. Sherwood*

*Geoffrey B. Sherwood* (SEAL)  
Geoffrey B. Sherwood, President

Mr. Clerk: After recordation, please return to Patricia A. Logan, Assistant County-Solicitor, Office of Law, P.O. 1831, Annapolis, Maryland 21404.

88 OCT -6 AM 11: 38

H. ERLE SCHAFER  
CLERK

BOOK 533 PAGE 117

BEING KNOWN AND DESIGNATED as UNIT N-ONE (N-1) and UNIT N-TWO (N-2), in the subdivision known as "THE RENARD COURT CONDOMINIUM, PHASE I, AN OFFICE/WAREHOUSE CONDOMINIUM," as recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 38, page 23.

Exhibit "A"

533 118  
271881

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$437,600.00

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: July 20 , 1988

FINANCING STATEMENT

1. Debtor: Address:  
SPRING LAKE BUILDERS, INC. P.O. Box 6462  
Annapolis, Maryland 21401
2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike EE 17.00  
& LOAN ASSOCIATION Ellicott City, Maryland 21043 .50
3. This Financing Statement covers: #381830 0345 901 113430  
10/25/88

(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.

12/2

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.

DEBTOR:

SPRING LAKE BUILDERS, INC.

By

*W. J. Grubbs*  
*Executive Offices*

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By

*Thomas K. George*  
Executive Vice-President

SLBFS634.169 V1

SCHEDULE A

DESCRIPTION OF PROPERTY

BEING KNOWN AND DESIGNATED as Lot No. 4 as shown on the Plat of Plat 1, THE WOODS, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 62, folio 15.

08690-19719

STATE OF MARYLAND

533 121

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259694

RECORDED IN LIBER 492 FOLIO 582 ON December 20, 1985 (DATE)

1. DEBTOR

Name HERRINGTON PARTNERSHIP  
Address Route 261, Rosehaven, Friendship, Maryland 20758

2. SECURED PARTY

Name UNION TRUST COMPANY OF MARYLAND  
Address 7 St. Paul Street, Union Trust Tower  
Baltimore, Maryland 21202 Attn: Parker Heckner, Vice President  
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

#201550 C777 R03 T14:41

10/06/88

Mail

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>
<p>The name and address of the Secured Party is hereby amended as follows:  Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202 Attn: H. C. Hull, III</p>	

MARY WILKINSON BRIDGER & GOLDBERG  
P. O. Box 1911  
Annapolis, MD 21404

DEBTOR:

HERRINGTON PARTNERSHIP,  
A Maryland General Partnership

By: E. Steuart Chaney, Richard H. Chaney  
E. Steuart Chaney, Richard H. Chaney,  
General Partner General Partner

SECURED PARTY:

SIGNET BANK/MARYLAND (Formerly Known  
As Union Trust Company of Maryland),  
Maryland Banking Corporation

Howard Hull III  
(Signature of Secured Party)

By: ~~THE~~ The Estate of George M. King,  
General Partner

By: Gloria K. Bender By: Thomas G. Moore  
Gloria K. Bender Farmers National Bank Type or Print Above Name on Above Line  
Co-Personal Representative Co-Personal Representative  
Thomas G. Moore, President

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

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

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN ANNE ARUNDEL COUNTY  
CHATTEL ~~LAND~~ RECORDS

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

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

File Number of original Financing Statement  
Date of Filing  
Maturity date (if any)

Record Reference LIBER 494, folio 044

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
SATISKY, Marvin	3021	Fallstaff Rd.,	Baltimore,	MD 21209

Name of Secured Party or assignee	No.	Street	City	State
CITIZENS BANK AND TRUST COMPANY OF MARYLAND CHECK APPLICABLE STATEMENT	6200	Baltimore Blvd.,	Riverdale,	Maryland 20737

- 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  
SEE EXHIBIT "A" ATTACHED HERETO

RECORD FEE 10.00  
POSTAGE .50  
#201580 C777 R03 T14:47  
10/06/88

DANIEL L. RHOADS, ESQUIRE  
CITIZENS BANK & TRUST COMPANY OF MARYLAND  
6200 BALTIMORE BOULEVARD  
RIVERDALE, MARYLAND 20737  
  
Mail to  
RETURN TO:

Debtor(s) or assignor(s)

*Marvin Satisky* [SEAL]  
Marvin Satisky

CITIZENS BANK & TRUST COMPANY  
OF MARYLAND  
(Corporate, Trade or Firm Name)

By: *Daniel L. Rhoads*  
Signature of Secured Party or Assignee  
Daniel L. Rhoads, Corporate Attorney

(Type or print name under signature)

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

150

EXHIBIT "A" TO STATEMENT OF CONTINUATION, TERMINATION,  
RELEASE, ASSIGNMENT, ETC.

This Statement has been filed to modify the original Financing Statement identified above, as follows:

1. The aforesaid Secured Party has assumed the rights of First American Bank of Maryland as set forth in the original Financing Statement by virtue of the Secured Party named above having purchased the Promissory Note dated January 10, 1986, such Promissory Note being secured by the "Deed of Trust" referenced in Paragraph 7 of said Financing Statement.

2. The aforesaid Secured Party has agreed with Debtor to modify the said Promissory Note and Deed of Trust (pursuant to those certain Amended and Restated Note and Deed of Trust Modification Agreement, both of even date herewith), and this Statement of Continuation, etc., shall serve to reflect, of record, that the rights of the aforesaid Secured Party relate to the original Promissory Note and the original Deed of Trust, as modified as aforesaid.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274882

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

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

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

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

1. ~~DEBTOR~~ Lessee:

Name C.A.S., INC. c/o Tires Plus
Address 2200A Defence Highway, Crofton, MD 21114

2. SECURED PARTY Lessor:

Name Century Equip. Leas. Corp.
Address 607E N. Easton Road, P.O. Box 157, Willow Grove, PA 19090

Return TO

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

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

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

- (2) Rotary #DT028H Lifts S/N: L58730C S/N: L58730C
(3) Rotary #FP46A Lifts S/N: L58730C S/N: L58730C
(1) 550 gal. Oil Tanks

Name and address of Assignee
Fidelity Bank
Broad & Walnut Sts.
Phila., PA 19109

"This Financing Statement is being filed for notice purposes and is not intended to convert the lease into a security agreement."
CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 12.00
POSTAGE .50
#221030 0040 R04 T14-10
10/06/98

12.00

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

John D. Baxter, Vice Pres.
C.A.S., INC. c/o Tires Plus

Type or Print Above Signature on Above Line

Sandy Haggerty, Asst. Secy.
CENTURY EQUIPMENT LEASING CORPORATION

Type or Print Above Signature on Above Line

274883

533 125

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Champion Realty, Inc.  
541-B Baltimore Annapolis Blvd.  
Severna Park, Md. 21146

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR: Commercial/Consumer Loan Dept.  
FIRST ANNAPOLIS SAVINGS BANK, FSB  
1832 George Avenue  
Annapolis, Maryland 21401

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

( ) If checked, see Equipment Schedule attached hereto and made a part hereof.  
1 30x60 Gray Laminate Desk, 19 WDS4848 uph: crystal blue w/Mahogany Trim, 41 WDS4824 Crystal Blue w/Mahogany Trim, 5 CWB1 Wall Bracket, 7 SC-4 4way Connector, 20 SC-3 Way Connectors, Carpeting for Top Floor, Stairwell and Conference Rooms in Champion Blue, 50 Single Pedestal Panel end 3/4 Modesty panel Desk in Pionite Mercury 46 3/4" wide x 23 1/2" deep and 29" high, 1 Managers Desk, 40 Sierra Chairs #SC45 in Navy Fabric, 1 Set Arms, 10 2120-11 Quaker Chairs in Mahogany Kinsington #57, 1 Sec Desk w/right return, 1 Oval Conference Table in Gray 36x72, 1 42" DIA Conference Table in Gray

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

RECORD FEE 11.00  
POSTAGE .33  
RECORDING 0040 004 714215  
10/06/88

EQUIPMENT LOCATION: Same as Above

LESSEE

LESSOR

Champion Realty, Inc.

BUTLER LEASING COMPANY

BY:

BY:

PRINT NAME & TITLE:

Dixie A. Mac Murray  
Executive Vice President

Deborah Scherr, Credit Manager

FILING OFFICER: Please record and return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-6608

D-05-01 REV. 3/88

41 - May 26, 1988:

11.00  
-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274884

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Aeronautical Radio, Inc.
Address 2551 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name United States Leasing Corporation
Address 733 Front Street, San Francisco, CA 94111 Attn: MS 51/021/POA

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

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

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

DEC 8810 CPU & PERIPHERALS with all accessions and attachments thereto and all replacements of and all substitutions therefore for said equipment in whole or in part.

L#01-070327-001 S#087929 lease dated: 9/8/88

RECORD FEE 11.00
POSTAGE .50
#221000 0040 004 115110
10/06/88

This filing is for precautionary purposes in connection with an equipment leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

Recordation Tax is not required per 12-108 (K) (5)

CHECK THE LINES WHICH APPLY

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

11.00

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

(Proceeds of collateral are also covered) but without power of sale.

(Products of collateral are also covered)

By U.S. Leasing Corp. as Attorney-in-Fact

by [Signature] Vice-Pres. (Signature of Debtor)

AERONAUTICAL RADIO, INC. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] (Signature of Secured Party)

UNITED STATES LEASING CORPORATION Type or Print Above Signature on Above Line

533 125

# Butler Leasing Company

274885

533 127

## FINANCING STATEMENT (FORM UCC-1)

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

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):  
D & B Products, Inc.

2014-H Renard Court  
Annapolis, Md. 21401

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:  
THE BANK OF GLEN BURNIE  
P. O. Box 70  
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

1) JABEZ Two Cavity Injection Mold Tool S/N 3774752, Part # 32588

RECORD FEE 11.00  
POSTAGE .50  
2021150 0040 R04 T15120  
10/06/00

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: same

LESSEE (DEBTOR):  
D & B Products, Inc.

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY

BY: *Douglas S. Kinney*  
Douglas S. Kinney President  
PRINT NAME & TITLE

BY: *Deborah Scherr*  
DEBORAH SCHERR, CREDIT MANAGER

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

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

11.00  
1.50

274886

A.A.Co.  
06075-4

533 128

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to records-  
does not indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated September 30, 1988 presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Doran Mark, D. T/A Doran's Trucking & Diesel Repair  
Address 9244 Ft. Smallwood Rd. Pasadena, Maryland 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, Maryland 21227  
First Interstate Credit Alliance, Inc. 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)

ASSIGNEE OF SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680 500 DiGiulian Blvd  
Glen Burnie, Maryland 21061

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

✓ Mark D. Doran T/A Doran's Trucking & Diesel Repair  
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

First Interstate Credit Alliance, Inc.

Patrick White

(Signature of Secured Party)

Patrick White, Ass't Sec.

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

RECORD FEE

10.00

POSTAGE

.50

RR21430 COMD R04 T09127

10/07/88

14.00  
.50

CONDITIONAL SALE CONTRACT NOTE

Mark D. Doran T/A

TO: Beltway International Trucks, Inc.

FROM: Doran's Trucking & Diesel Repair

1800 Sulphur Spring Rd Baltimore, Md 21227

9244 Ft. Smallwood Rd Pasadena, Md 21122

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):  <b>One (1) 1983 International Model F-2275 Tractor S/N 1HTDF2276DHA22863 w/NTC 350 Cummins engine &amp; 36" sleeper ** See attached Schedule "A" for payment schedule</b>	(1) CASH SALE PRICE	\$ 24,500.00
	(2) DOWN PAYMENT In Cash	\$ -0-
	(3) DOWN PAYMENT In Goods*(Trade-In Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 24,500.00
	(5) INSURANCE and other Benefits	\$ -0-
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 150.00
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 24,650.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 4,844.17
	(9) CONTRACT PRICE [Items (7)+(8)]	\$ 29,494.17
	(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 29,494.17

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 9244 Ft. Smallwood Road Pasadena Anne Arundel Co Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Twenty nine thousand four hundred ninety four and 17/100\*\*\*\*\*** Dollars (\$ **29,494.17**) being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **3rd** day of **November**, 19 **88**, and continuing on the same date each month thereafter until paid; the first **\*\*** installments each being in the amount of \$ **\*\*** and the final installment being in the amount of \$ **\*\*** with interest from the 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 of any installment and of the unpaid time balance after acceleration 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. 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, general intangibles, contract rights, furniture, 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, direct and indirect, however arising and from whatever source. 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 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

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: September 30, 19 88 BUYER(S)-MAKER(S): Mark D. Doran T/A Doran's (SEAL)

Accepted: Beltway International Trucks, Inc. (SEAL) Trucking & Diesel Repair (Print Name of Buyer-Maker Here)

By: [Signature] By: Mark D. Doran (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 \_\_\_\_\_

\*and to redeem 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)**

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); (A) retain all collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale 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 plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), 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 plus said reasonable attorneys' fees, 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 any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** 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 attorneys' fees, without any 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 this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART 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, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.~~ BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. 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.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE 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, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, 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 HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(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 FIRST INTERSTATE CREDIT ALLIANCE, INC. ("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 hereunder 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. 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 written 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. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature of Seller

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

(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 30, 1988, between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and Mark D. Doran T/A Doran's Trucking & Diesel Repair 9244 Ft. Smallwood Rd (Name) Pasadena, Maryland 21122 (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 FICAI 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 FICAI 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 FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI 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 FICAI to release, by operation of law or otherwise, and/or 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 FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 29,494.17

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of September, 19 88. Beltway International Trucks, Inc. (Seal)

(Seller/Lessor/Mortgagee)  
By: James L. Smith S/T

(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.)

FICA-L-5A

274887

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

533 132

FINANCING STATEMENT

DATE: September 13, 1988

( ) Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 525.00  
Taxable Amount of Debt \$ 75,000.00

NAME OF DEBTOR (S): Four Seasons Flooring, LTD

ADDRESS: 8335 Telegraph Road,  
P.O. Box 26  
Odenton, MD 21113

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:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable  
now owned and hereafter acquired, excluding Motor Vehicles

RECORD FEE 11.00  
RECORD TAX 525.00  
POSTAGE .30  
H221440 C010 R04 T09128  
10/07/88

DEBTOR(S):  
Four Seasons Flooring, LTD  
(Company Name)

BY: *Nathan Schwarz*

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

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

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Paul R. O'Connell*  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

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

11.50  
525.00

BOOK 533 TA 133  
271888

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)  
Aventt Group, Inc.  
1906 Forests Drive  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Cap-Co Leasing Company  
1430 N. Meacham  
Schamburg, IL 60173

3. Maturity date (if any):  
For Filing Officer  
(Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
#221450 0040 1034 109145  
10/07/88  
d

4. This financing statement covers the following types (or items) of property:  
  
1 460 KM Plastic Binding System  
  
NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)  
Capitol Leasing Company  
1430 North Meacham  
Schaumburg, Illinois

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:

Aventt Group, Inc.  
By: Patricia A. Mauer  
Signature(s) of Debtor(s)

Cap-Co Leasing Company  
By: Nancy J. Schubert  
Signature(s) of Secured Party(ies)

11.00

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY—ALPHABETICAL

533-134

# not used

sh. be Land

10-7-88

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496 Page No. 295  
Identification No. 261070 Dated 4/1/86

1. Debtor(s) James R. and Billie E. Russ  
Name or Names—Print or Type  
48 Boones Drive, Lothian MD 20711  
Address—Street No., City - County State Zip Code

2. Secured Party Equitable Bank, N.A.  
Name or Names—Print or Type  
100 S. Charles Street Baltimore MD 21201  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

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

REGISTRATION FEE 10.00  
POSTAGE .50  
#221500 0040 R04 T091355  
10/07/88

Dated: October 4, 1988

Equitable Bank, N.A.  
Name of Secured Party  
*C. L. Carr*  
Signature of Secured Party

C. L. Carr Assistant Vice Pres.  
Type or Print (Include Title if Company)

10.50

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

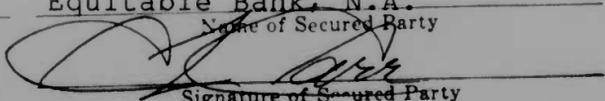
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 509 Page No. 384  
Identification No. 266510 Dated 3/10/87

- 1. Debtor(s) Brian L. Greenwald  
Name or Names—Print or Type  
3609 Saltwood Glen Pasadena MD 21122  
Address—Street No., City - County State Zip Code
- 2. Secured Party Equitable Bank, N. A.  
Name or Names—Print or Type  
100 S. Charles Street Baltimore MD  
Address—Street No., City - County State Zip Code
- 3. Maturity Date (if any) \_\_\_\_\_
- 4. Check Applicable Statement:

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

RECORD FEE 10.00  
POSTAGE .50  
MD21330 0010 R04 T09155  
10/07/88

Dated: October 4, 1988  
Equitable Bank, N.A.  
Name of Secured Party  
  
Signature of Secured Party  
C. L. Carr Assistant Vice Pres.  
Type or Print (Include Title if Company)

10.50

274889

BOOK 533 PAGE 137

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

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

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

Denny's Auto Parts, Inc.  
8201 Ritchie Highway  
Pasadena, MD 21122

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

Automotive Financial Services, Inc.  
North Broad Street  
Middletown, DE 19709

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

RECORD FEE 11.00  
RECORD TAX 98.00  
POSTAGE .50

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

Data general desk-top computer with components and accessories.

Subject to recordation tax on debt of \$13,823.67 of \$98.00 paid to Anne Arundel County.

Products of the Collateral are also covered

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

REC-11500 10/01/88 709157

10/01/88

8 Describe Real Estate Here

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

9 Name of a Record Owner

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

No. & Street                      Town or City                      County                      Section                      Block                      Lot

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)

Denny's Auto Parts, Inc.

Automotive Financial Services, Inc.

By

By

(1) FILING OFFICER COPY - NUMERICAL

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

(3/83)

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

11.00  
98.00  
50

11-98.50

274890

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):

Robert T. Hyson and Eileen M. Hyson, his wife  
Name or Names—Print or Type t/a Kimberly Press  
8108 Fort Smallwood Road, Pasadena, A. A. Co., Md. 21122  
Address—Street No., City - County State Zip Code

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

2. Secured Party:

Irvington Federal Savings & Loan Assn.  
Name or Names—Print or Type  
7711 Quarterfield Road, Glen Burnie, MD. 21061  
Address—Street No., City - County State Zip Code

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

Two-color Offset Press - Heidelberg Model SORDZ - Serial #502571

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

RECORD FEE 13.00  
POSTAGE .50  
#221580 0040 R04 109158  
10/07/05

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):  
Robert T. Hyson  
(Signature of Debtor)

Robert T. Hyson  
Type or Print

Eileen M. Hyson  
(Signature of Debtor)

Eileen M. Hyson  
Type or Print

SECURED PARTY:  
IRVINGTON FEDERAL SAVINGS & LOAN ASSN.  
(Company, if applicable)

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, 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 Irvington Federal Savings & Loan Assn.  
7711 Quarterfield Rd.  
Lucas Bros. Form F-1 Glen Burnie, Md. 21061

AAC.

1350

1-72-17

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274891

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 Aug. 88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address 41 Defense Highway, Annapolis, Maryland 21401-7096

2. SECURED PARTY

Name ~~XXXXXXXXXXXXXXXXXX~~

Address Textron Financial Corporation  
P.O. Box 9354  
Minneapolis, MN 55440

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

3. Maturity date of obligation (if any) August 2, 1989

4. This financing statement covers the following types (or items) of property: (list)  
#44721

Inventory, wherever purchased and all proceeds thereof, now or hereafter existing or acquired, of items of equipment purchased from Homelite Division of Textron Inc. and/or bearing the Homelite or Jacobsen trademark, including but not limited to chain saws, saw chain, pumps, generators, compactors, vibrators, cut-off saws, string trimmers, snow equipment, lawn and garden equipment including lawn mowers, riding mowers, lawn tractors and garden tractors, and all additions and accessories thereto and parts and accessories relating thereto.

FILED WITH: ANN ARUNDEL COUNTY CLERK

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

(Signature of Debtor)

Ilse H. Fink, Secy-Treas.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
10/17/88  
RECEIVED 10/07/88

Julie A. Hunter - AGENT  
(Signature of Secured Party)

Textron Financial Corporation

Type or Print Above Signature on Above Line

REC'D OCT 3 1988

533  
139

IK

274832

BOOK 533 PAGE 140

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)  
ALBERT C. HEIN  
561 KEVINS DRIVE  
ARNOLD, MD 21012

2. Secured Party(ies) and address(es)  
FIRST NEW ENGLAND CREDIT CORP.  
130-134 OLD POST ROAD  
SOUTHPORT, CT 06490

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
4021610 CO40 R04 110:07  
10/07/98

4. This financing statement covers the following types (or items) of property:  
THE WHOLE OF THAT CERTAIN GAS SCREW VESSEL IDENTIFIED AS 1979 WELLCRAFT SCARRAB 300, HULL# WELA01810678-300-79M AND ALL OTHER MACHINERY, BOATS, EQUIPMENT, AND OTHER APPURTENANCES THEREUNTO BELONGING AND ANY AND ALL ADDITIONS AND IMPROVEMENTS HEREAFTER MADE.

5. Assignee(s) of Secured Party and Address(es)  
AMERIFIRST  
11800 S W 147TH AVE  
BLDG. 1 SUITE 230  
MIAMI, FL 33196

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:

ALBERT C. HEIN

FIRST NEW ENGLAND CREDIT CORP.

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.

274833

533 141

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)

FEDERAL EXPRESS CORP.  
769 HAMMONDS FERRD. ROAD  
LINTHICUM, MD 21090

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

FLC LEASING CORP.  
1975 HEMPSTEAD TPKE.  
SUITE 3 #200  
EAST MEADOW, NY 11554

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

RECORD FEE 11.00  
POSTAGE .50  
#321630 0040 504 110411  
10/07/98

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

1 PANASONIC FP-3007      GHC22312059

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

S. CHICAGO SAVINGS BANK  
2959 E. 92nd STREET  
CHICAGO, IL ~~60617~~ 60617

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

FLC LEASING CORP.

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1150 STANDARD FORM - FORM UCC-1.

274834

BOOK 533 142

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)

FEDERAL EXPRESS CORP.  
8719 HAMMONDS FERRY ROAD  
LINTHICUM, MD 21090

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

FLC LEASING CORP.  
1975 HEMPSTEAD TPKE.  
SUITE #200  
EAST MEADOW, NY 11554

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number,  
and Filing Office) FILE 11.00

10/01/00

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

1 PANASONIC FP-3037 LHC37311199  
1 PANASONIC FP-1520 IHD25311162

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

S. CHICAGO SAVINGS BANK  
2959 E. 92nd STREET  
CHICAGO, IL 60617

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:

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

FLC LEASING CORP.  
By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

11/90  
STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274835

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 35,000.00

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

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

#2543

1. DEBTOR

Name DR. ANTHONY L. BOYD D.D.S.

Address 914 BAYRIDGE AVE ANNAPOLIS, MD 21403

2. SECURED PARTY

Name CENTURY FINANCIAL SERVICES GROUP LTD.

Address 11540 S OUTER 40 RD STE #104 CHESTERFIELD, MO 63017

Person And Address To Whom Statement Is To Be Returned 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 CASTELLINI AREA DENTAL UNIT CHAIR LUNA LIGHT CUSPIDOR CHAIR MOUNTED S/N 8HBM
- 1 AIR COMPRESSOR THREE AIR USERS S/N 70999
- 1 KEYSTONE INTREX X-RAY S/N JC7099=JH4896 5527LD
- 1 OMEDA VACUUM SYSTEM S/N 6434410
- 3 CASTELLINI MOBILE CABINET

Name and address of Assignee  
AMERICAN COMMERCIAL CREDIT CORP.  
P.O. BOX 13428  
READING, PA 19612-3428

RECORD FEE 11.00  
POSTAGE .50  
#221650 0040 R04 T10713  
10/07/98

CHECK  THE LINES WHICH APPLY

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

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

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

DR. ANTHONY L. BOYD D.D.S.

DR. ANTHONY L. BOYD, OWNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CENTURY FINANCIAL SERVICES GROUP LTD.

(Signature of Secured Party)

ROBERT BAKER, VICE PRESIDENT

Type or Print Above Signature on Above Line

11.00  
.50

503  
143

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274896

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. \$66,500.00

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

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

1. DEBTOR

Name DR. ANTHONY L. BOYD D.D.S. #2604

Address 914 BAYRIDGE AVE. ANNAPOLIS, MD 21403

2. SECURED PARTY

Name CENTURY FINANCIAL SERVICES GROUP LTD.

Address 15400 S. OUTER 40 RD. #104 CHESTERFIELD, MD 63017

Person And Address To Whom Statement Is To Be Returned 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 - CASTELLINI AREA DENTAL UNIT CHAIR LUNA LIGHT CUSPIDOR CHAIR MOUNTED S/N 8HBN & 8HDF
- 1 - PC-100 PANORAMIC X-RAY S/N 1216
- 1 - AT 2000 FILM PROCESSOR S/N 13383
- 1 - KEYSTONE INTREX-X-RAY S/N 176049580

Name and address of Assignee  
THE CIT GROUP/SALES FINANCING INC.  
10890 BENSON DR. BLDG. 24 SUITE 350  
OVERLAND PARK, KS 66210

RECORDED FEE 13.00  
POSTAGE .50  
#221660 0040 004 110114  
10/07/88

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)

DR. ANTHONY L. BOYD D.D.S.

*Anthony L. Boyd*  
(Signature of Debtor)

DR. ANTHONY L. BOYD, OWNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

~~CENTURY FINANCIAL SERVICES GROUP LTD.~~  
CENTURY FINANCIAL SERVICES GROUP LTD.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FORM 533 144

11-00  
62

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274837

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

INVENTORY NOT SUBJECT TO RECORDATION TAX

This financing statement Dated 9/2/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H E B EQUIPMENT CO., INC.
Address 449 No. Potomac St., Hagerstown, MD 21740
\*SEE below for Debtor's additional addresses.

2. SECURED PARTY

Name FIRST INTERSTATE CREDIT ALLIANCE, INC.
Address 1900 Powell St. #950, Emeryville, CA 94608

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

3. Maturity date of obligation (if any)

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

"ALL INVENTORY, GOODS, MACHINERY, PROPERTY AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO NEW AND/OR USED MACHINERY MANUFACTURED AND/OR SOLD BY GROVE MANUFACTURING COMPANY AND ANY OF ITS AFFILIATES AND ANY AND ALL ACCESSORIES, PARTS AND ATTACHMENTS RELATING THERETO AND ANY AND ALL GOODS TO WHICH ANY OF THE AFORE-MENTIONED MAY BE ATTACHED AND ANY AND ALL PROCEEDS OF COLLATERAL INCLUDING BUT NOT LIMITED TO CHATTEL PAPERS.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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: H E B EQUIPMENT CO., INC.

Type or Print Above Name on Above Line
Signature of Debtor

Type or Print Above Signature on Above Line

DEBTOR'S ADDITIONAL ADDRESSES:
1066C Virginia Ave., Harrisonburg, VA 22801
809-J Barkwood Court, Linthicum Heights, MD 21090
15223 Molly Pitcher Hwy., Greencastle, PA 17225

Signature of Secured Party: Paul E. Graham, Asst. Secty.
FIRST INTERSTATE CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#002710 0010 R03 T13:55
10/07/88

Handwritten number 11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274838

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
ABOVE .50
#202740 0040 R03 113:57
10/07/88

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

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

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated 9/14/88, Schedule # 01, dated 9/15/88 between Assignor as Lessor and LEASE ACCOUNT # 718088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/22/88 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST

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)

TransFinancial Leasing Corp

[Handwritten signature of TransFinancial Leasing Corp]
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

[Handwritten signature of Diane E. Beleri]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

115

Interstate Industrial Vac Service, Inc.

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) one	Guzzler Reach 2656 module Serial number RGMI 2656-0063-0488 with (1) one Air Cannon w/49CMF air compressor, (1) one water injection system w/wash down, (1) one air operated wafer style vacuum relief vavle, (1) one HEPA Filter system 3 stage, (1) one Hyd. operated pants leg vavle assembly w/asbestos poly bag adapters total of 4 valves, (1) one Pressure Diff. module, (1) one Residential grande muffler, (1) one Spare tire and rim, (1) one spare tire rack, and (1) one Jack
(1) one	Guzzler Shredder model 50341, Serial number CR1416-0009-0688

TransFinancial Leasing Corp.

BY:

TITLE:

*[Handwritten signature]*

A.I. Credit Corp.

BY:

TITLE:

*[Handwritten signature]*  
*[Handwritten title]*

state

BOOK 533 PAGE 148

FINANCING STATEMENT

274899

Debtor or Assignor Form

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal

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

Amount is \$ \_\_\_\_\_

Name of Debtor

Anthony POORE

Address

510 Bentforest RD  
Severna Park, MD 21146

Secured Party

Key Federal Savings Bank

Address

8607 Liberty Road  
Randallstown, MD 21133

Assignee

KEY FEDERAL SAVINGS BANK, 8601 Liberty Road, Randallstown, MD. 21133

Attach separate list if necessary

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

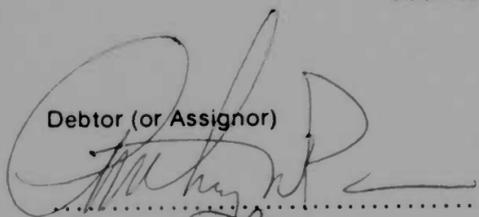
RECORD FEE 11.00  
 POSTAGE .50  
 #202750 0040 R03 T13:57  
 10/07/88

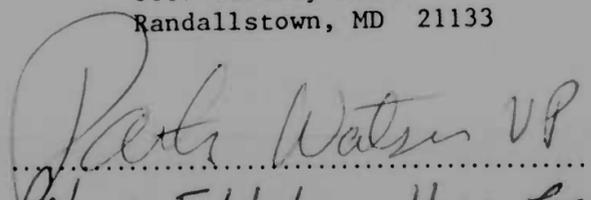
- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

1 1479 Cedar Rapids PAUSE  
Serial # 21856

- 3.  Proceeds of the collateral are also specifically covered.
- Products na

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at address stated.

Debtor (or Assignor)  
  
 Anthony POORE

Secured Party (or Assignee)  
 Key Federal Savings Bank  
 8607 Liberty Road  
 Randallstown, MD 21133  
 BY   
 Patrick F. Watson Vice Pres

Type or print names under signatures

Mail to:

Key Federal Savings Bank  
8607 Liberty Road  
Randallstown, MD 21133

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274900

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

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

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

This financing statement Dated 9-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXX~~ Lessee

Name Reliable Stores, Inc.

Address (Hub Glen Burnie) 7417 North Ritchie Hwy., Glen Burnie, MD 21061

2. ~~XXXXXXXXXX~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any)

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

COMDIAL 816 PHONE SYSTEM with 8 C.O. Cards and 16 Station Cards, fully unitized key service unit. All cabling and accessories necessary for installation.

Name and address of Assignee

RECORD FEE 11.00 #202779 0040 R03 TL3:58 10/07/88

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

CHECK  THE LINES WHICH APPLY

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

Thomas R. Guercio VP (Signature of Lessee)

THOMAS R. GUERCIO Type or Print Above Name on Above Line

Thomas R. Guercio, President (Signature of Lessee)

Type or Print Above Signature on Above Line

(Signature of Lessor)

Gary H. Boxer, Vice President Type or Print Above Signature on Above Line

1100

533 140

533 150

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)  
**CIRKSENA  
813 COACHWAY  
ANNAPOLIS  
MD 21401  
505363015 AA**

**WILLIAM J.**

2 SECURED PARTY(IES) and ADDRESS(ES)  
**JOHN DEERE COMPANY  
P. O. BOX 65050  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH**

3 MATURITY DATE  
(If Any) **12AUG90**  
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. **488-214-257897**

Filed with **ANNE ARUNDEL MD** Date Filed **12AUG85**

- 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 .50  
#202780 0040 R03 T13:59  
10/07/88

10  
Number of Additional Sheets Presented **04OCT88**

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

**DEERE CREDIT SERVICES INC.**

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

By *C. Doyle*  
Signature(s) of Secured Party(ies)

Manager, Processing  
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264801  
RECORDED IN LIBER 505 FOLIO 413 ON Dec. 2, 1986 (DATE)

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 500 North Calvert Street, Shill Craft Building, 4th Floor  
Baltimore, MD 21202

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	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: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	RECORD FEE 10.00 POSTAGE .50 #202840 0040 R03 T14:08 10/07/88	
	E	

10/4/88  
Dated

Baltimore Federal Financial F.S.A.

[Signature]  
(Signature of Secured Party)  
James E Squires  
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

1550

ROB  
#2334

274901

BOOK 533 PAGE 152

WT-1

FINANCING STATEMENT

Maturity Date \_\_\_\_\_

For Filing Officer Use

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

Date & Hour of Filing \_\_\_\_\_

DEBTOR (Last name first) Couch, Norman V.

Couch, Sandra L.

Address 1010 Joyce Drive Crownsville Anne Arundel Maryland 21032  
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:

1984 Peterbilt Model 359 Serial # 1XP9DB9X7EN169786

RECORD FEE 12.00

1983 Polar American 48' Refrigerator Trailer  
Serial # 3036707

RECORD TAX 350.00

#202850 0040 R03 114:09

10/07/88

2. This transaction (is) (is not) exempt from the recording Consideration

\$ 50,000.00

Dated: This 19th day of September, 1988 ~~198~~

Secured Party:  
Westminster Bank and Trust Company

Debtor Norman V. Couch

Signature

Norman V. Couch

By Charles E. Buchman  
Title Charles E Buchman - Asst. VP

Sandra L. Couch

Signature

Sandra L Couch

Filing Officer - Mail this Statement  
after recording to -

Westminster Bank and Trust Company  
71 E. Main Street  
Westminster, Maryland

12

310

60

Anne Arundel

~~Anne Arundel~~ Clerk of the County Circuit

STATE OF MARYLAND  
Court (MD)

274902

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 9/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CIS Corporation

Address One CIS Parkway, P.O. Box 4785, Syracuse, NY 13221-4785

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 600 Penton Plaza, Cleveland, OH 44114

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

3. Maturity date of obligation (if any) 10/1/93

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

a) Equip. located & described as per Attachment A hereto, pursuant to equip. lease btw. Endicott Johnson Corporation as lessee & Debtor as lessor; b) That certain Equip. Schedule #4903 dtd. 10/28/87 (#4903) to Master Lease dtd. 5/23/83 btw. Lessee & Lessor together w/all rental & other pmts. due & to become due under the lease, incl. any & all casualty, termination & ins. loss payments.

Name and address of Assignee

NOT SUBJECT TO MARYLAND RECORDATION TAX - TRUE LEASE. COLLATERAL NOT LOCATED IN MARYLAND. RECORDATION FEE 11.00 POSTAGE .50 #202920 0040 R03 T14:13 10/07/88

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)

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

CIS Corporation

Type or Print Above Name on Above Line

Carolyn Arnold  
(Signature of Debtor)

Carolyn Arnold - REGIONAL

Type or Print Above Signature on Above Line

TRANSACTION ADMINISTRATOR

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

The CIT Group/Equipment Financing, Inc.  
Elaine Brogowicz - INTERMEDIARY SPECIALIST

Type or Print Above Signature on Above Line

11/50

533 153

Annexed to and made part of a Financing Statement between CIS Corporation  
as Debtor and The CIT Group/Equipment Financing, Inc. as Secured Party

Attachment A to UCC-1 Form

533 154

LESSEE: ENDICOTT JOHNSON CORPORATION

REF. # 4903

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
1	Fujitsu	7991		8040
1	Fujitsu	7024		
1	Fujitsu	7921		

EQUIPMENT LOCATION:

Store #893  
Father & Son  
Marley Station  
Suite D209  
7900 Ritchie Highway  
Glen Burnie, MD 21061

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274903

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

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

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

This financing statement Dated 9/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ XXXXXX Lessee

Name Endicott Johnson Corporation  
Address 1100 East Main Street, Endicott, NY 13760

2. ~~SECURED PARTY~~ XXXXXXXXXXXX Lessor

Name CIS Corporation  
Address One CIS Parkway, P.O. Box 4785, Syracuse, NY 13221-4785

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

3. Maturity date of obligation (if any) 10/1/93

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

- 1. Equipment located and described as per Attachment A; and the proceeds thereof.
- 2. This UCC-1 is filed as a precaution and as a public notice that Lessor owns the equipment listed and has leased same to Endicott Johnson Corporation pursuant to Equipment Schedule No. 4903 to Master Equipment Lease Agreement dated 5/23/83. (Ref. No. M135).

Name and address of Assignee  
The CIT Group/Equipment  
Financing, Inc.  
1400 Renaissance Dr., Suite 400  
Park Ridge, IL 60068

NOT SUBJECT TO MARYLAND RECORDATION TAX - TRUE LEASE.

RECORD FEE 11.00  
PROLASE 0040 R03070983

CHECK  THE LINES WHICH APPLY

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

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

(Signature of Debtor) XXXXXX Lessee  
Endicott Johnson Corporation

Type or Print Above Name on Above Line  
N. A. SMEDIRA, SECRETARY

(Signature of Debtor) XXXXXX Lessee  
N. A. SMEDIRA

Type or Print Above Signature on Above Line

Robert Rogers - REG. TRANS. ADMIN.

Robert S. Rogers RTA

(Signature of Secured Party) XXXXXXXXXXXX Lessor  
CIS Corporation

Type or Print Above Signature on Above Line

1150

Annexed to and made part of a Financing Statement between Endicott Johnson Corporation as Lessee and CIS Corporation as Lessor

Attachment A to UCC-1 Form

503 156

LESSEE: ENDICOTT JOHNSON CORPORATION

REF. # 4903

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
1	Fujitsu	7991		8040
1	Fujitsu	7024		
1	Fujitsu	7921		

EQUIPMENT LOCATION:

Store #893  
Father & Son  
Marley Station  
Suite D209  
7900 Ritchie Highway  
Glen Burnie, MD 21061

274901

533 157

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) SOWERS DAVID J. SOWERS MARGARET M. HOLIDAY MOBILE ESTATES, LOT D31 JESSUP MD 20794		2 Secured Party(ies) Name(s) and Address(es) MOBILE HOME ASSOCIATES CLARK ROAD JESSUP, MD 20794		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1980 SCHULT CHATEAU 14 X 70 SERIAL # 169524 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. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 POSTAGE .50 #202970 C040 R03 T14:15 10/07/88	
8 Describe Real Estate Here		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction					
<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).					

SOWERS DAVID J. SOWERS MARGARET M. MOBILE HOME ASSOCIATES

By *David J. Sowers* *Margaret M. Sowers* *Idusul Maiter - Con Partner*

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

(1) FILING OFFICER COPY - NUMERICAL

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

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carla A. Foy  
Address 7747 Ricket Road Severn, MD 21144

2. SECURED PARTY

Name John Deere Company  
Address 701 Georgesville Road Columbus, OH 43228-2499

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

3. Maturity date of obligation (if any) March 1, 1992

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

- John Deere 330 Lawn Tractor SN: M00330X477285
- John Deere 50" Mower Deck
- John Deere 30" Hudr. Tiller
- John Deere #44 Loader

RECORD FEE 11.00  
#202990 0040 R03 T14:15  
10/07/88

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)

Carla A. Foy  
(Signature of Debtor)

Carla A. Foy  
Type or Print Above Name on Above Line

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

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

Reese W. Diggs, Jr.  
(Signature of Secured Party)

Reese W. Diggs, Jr.  
Type or Print Above Signature on Above Line

533 159

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274906

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jeffery G. Dennard
Address 1829 Fox Hollow Run Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Company
Address 701 Georgesville Road Columbus, OH 43228-2499

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

3. Maturity date of obligation (if any) March 1, 1992

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

John Deere 318 Lawn Tractor SN: M00318X595531
John Deere 50" Mower Deck
John Deere 54" Front Blade
John Deere Hud. Angle Kit

RECORD FEE 11.00
#202990 0040 R03 T14:16
10/07/88

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)

Jeffery G. Dennard
(Signature of Debtor)

JEFFERY G. DENNARD
Type or Print Above Name on Above Line

Carol L. Dennard
(Signature of Debtor)

CAROL L. DENNARD
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Reese W. Diggs, Jr.
Type or Print Above Signature on Above Line

BOOK 533 160

224907

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	Maturity Date 3. (optional):
1. Debtor(s) (Last Name First and Address(es): Scott Wilson 370 South River Landing Edgewater, Md. 21037	2. Secured Party(ies): Name(s) and Address(es): <b>Chrysler First</b> <b>P.O. Box 128</b> <b>LIMA, PA. 19037</b>	4. For Filing Officer: Date, Time, No.-Filing Office  RECORD FEE 11.00 #203000 0040 R03 T14:16 10/07/88	
5. This Financing Statement covers the following types (or items) of property:  New Samick Grand Piano		6. Assignee(s) of Secured Party and Address(es)  N/A	
<input type="checkbox"/> Proceeds — <input type="checkbox"/> Products of the Collateral are also covered.		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: * * (Describe Real Estate Below)	
8. Describe Real Estate Here:		9. Name(s) of Record Owner(s):	
No. & Street	Town or City	County	Section Block Lat
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
By: <u>Scott Wilson</u> Signature(s) of Debtor(s)		By: <u>Kathy Smith</u> Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY — NUMERICAL STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.			



533 161

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274903

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 9/26/88 984-52623

Name The Bay Paper Mill, Inc. t/a The Paper Mill

Address 54 McKinsey Road Severna Park, MD 21146

2. SECURED PARTY

Name Denrich Leasing, Inc.

Address 8325 N.W. 53rd Street Miami, Florida 33166

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

RECORD FEE 12.00  
POSTAGE .50  
#203050 0040 R03 114:24  
10/07/88

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

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

Waitstates - 80286 16Mhz Computer w/1 MEG RAM, enhanced key board, 80 MEG Seagate hard drive 28ms, 2400 Baud internal modum and mouse pad.

Cornerstone 19" dual page display monitor  
QMS 810 Postscript printer w/14" paper tray

The forgoing equip. is on lease to the above named lessee. Filing is intended for informational use only.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bernard Katz  
(Signature of Debtor)

Bernard Katz, President  
Type or Print Above Name on Above Line

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

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

[Signature] AUP  
(Signature of Secured Party)

D. DIBENEDICTIS A.U.P.  
Type or Print Above Signature on Above Line

MN 01.FIS  
1840

533 162

274909

FINANCING STATEMENT

RECORD FEE 13.00  
POSTAGE .50  
#299420 C237 R02 T13:12  
10/07/88

1. Name of Debtor: BAY COUNTRY LAND COMPANY  
Address: c/o Adventures in Home  
Building, Ltd.  
P. O. Box 1071  
Severna Park, Maryland 21146
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Industries Group  
Construction Finance Division  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:
  - (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 29 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, 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 or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.
  - (c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.
  - (d) Proceeds and products of all collateral are covered.

B-30

4. Recordation tax on the principal sum of \$1,855,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

BAY COUNTRY LAND COMPANY

By: Richard E. Polm

Richard E. Polm  
President

Secured Party:

MARYLAND NATIONAL BANK

By: Patricia A. Hicks

Patricia A. Hicks  
Vice President

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

PLEASE RECORD AS FOLLOWS:

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

Schedule A

BOOK 533 - 164

All that ground shown on the Plats entitled "Minor Subdivision Plat of Longvist Manor, Section Two, Cornfield Creek", recorded among the Land Records of Anne Arundel County in Plat Book 113 at Page 29, and "Administrative Plat, Longvist Manor, Cornfield Creek", recorded among the Land Records of Anne Arundel County in Plat Book 113, folio 30.

533 765

88591

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

#203220 0040 R03 114:54

10/07/88

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

Lot number 9 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: July 29, 1988

Provident Bank of Maryland  
Name of Secured Party

Alex J. Guggenheim  
Signature of Secured Party

Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

15.00

88535

533 166

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565

Identification No. \_\_\_\_\_ Dated April 13, 1988

1. Debtor(s) Chandler Point Corporation  
Name or Names—Print or Type  
4513 Mountain Road Pasadena MD 21122  
Address—Street No., City - County State Zip Code

2. Secured Party Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#203230 0040 R03 T14:54  
10/07/88

<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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot numbered (58) fifty eight as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folio 39 through 43 inclusive

Dated: April 13, 1988  
Provident Bank of Maryland  
Name of Secured Party  
Alex J. Duggan  
Signature of Secured Party  
Vice President  
Type or Print (Include Title if Company)

Utah Inst. Form T-1

1989 APR 20 P 9:16

1988 MAY 26 A 8:19

151

8-8548

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565  
Identification No. \_\_\_\_\_ Dated April 29, 1988

1. Debtor(s) Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201 Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party Provident Bank of Maryland  
Name or Names—Print or Type  
114 East Lexington Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#203240 C040 R03 T14:55  
10/07/88

<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 checked="" type="checkbox"/> XXXXXXXXXXXXXXXXXXXX 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.)</p>

Lot numbered (3) three as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive.

Dated: April 29, 1988

Provident Bank of Maryland  
Name of Secured Party  
Alex J. Guggenheim  
Signature of Secured Party  
Vice President  
Type or Print (Include Title if Company)  
Alex J. Guggenheim

152

88572

533 168

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565

Identification No. \_\_\_\_\_ Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 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 Secured Party and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..XXXXXXXXXXXXXXXXXXXX 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.)</p>

Lot number 13 as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

RECORD FEE 10.00  
POSTAGE .50  
#203250 0040 R03 T14:55  
10/07/88

Dated: July 12, 1988  
Provident Bank of Maryland  
Name of Secured Party  
Alex J. Guggenheim  
Signature of Secured Party  
Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

15.00

885121

533 169

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565

Identification No. \_\_\_\_\_ Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

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

RECORD FEE 10.00  
POSTAGE .50  
#203260 C040 R03 T15:04  
10/07/88

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>H. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot number 7 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: August 16, 1988

Provident Bank of Maryland  
Name of Secured Party  
Alex J. Guggenheim  
Signature of Secured Party  
Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

10.00

885136

BOOK 533 170

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

RECORD FEE 10.00  
POSTAGE .50  
#203270 C040 R03 T15:05  
10/07/88

4. Check Applicable Statement:

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

Lot Number 14 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: September 28, 1988

Provident Bank of Maryland  
Name of Secured Party  
Alex J. Guggenheim  
Signature of Secured Party  
Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

1550

58590

FORM 533 171

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565  
Identification No. \_\_\_\_\_ Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#203290 0040 R03 T15:05  
10/07/88

<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 checked="" type="checkbox"/> XXXXXXXXXXXXXXXXXXXX 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.)</p>

Lot number 12 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: August 5, 1988

Provident Bank of Maryland  
Name of Secured Party  
Alex J. Guggenheim  
Signature of Secured Party  
Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

UCC-1 Form T-1

1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273062

RECORDED IN LIBER 527 FOLIO 391 ON June 1988 (DATE)

1. DEBTOR

Name Trans-Financial Leasing Corp.

Address The Steffey Bldg., Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Sav. & Loan Assn.

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) \_\_\_\_\_

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  
#224990 0777 103 T09:52  
11/10/88  
CK

Dated October 28, 1988

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1050

88572  
88523

533 173

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565  
Identification No. \_\_\_\_\_ Dated November 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 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 Securing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot number (16) sixteen as shown in the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive.

RECORD FEE 10.00  
POSTAGE .50  
#203300.0040 R03 T15:06  
10/07/88

Dated: June 23, 1988

Provident Bank of Maryland  
Name of Secured Party

Alex J. Guggenheim  
Signature of Secured Party

Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

1550

88522

BOOK 533 PAGE 174

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 East Lexington Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

4. Check: Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#203310 C040 R03 T15:06  
10/07/88

<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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot Number 5 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: September 13, 1988

Provident Bank of Maryland  
Name of Secured Party

Alex J. Guggenheim  
Signature of Secured Party

Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

1500

75521

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565  
Identification No. \_\_\_\_\_ Dated October 9, 1987

1. Debtor(s) Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201 Severna Park MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party Provident Bank of Maryland  
Name or Names—Print or Type  
114 East Lexington Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#203350 C040 R03 T15:08  
10/07/88

<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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot number 26 as shown on the Plats entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: July 12, 1988  
Provident Bank of Maryland  
Name of Secured Party  
Alex J. Thurgood  
Signature of Secured Party  
Vice President  
Type or Print (Include Title if Company)

105W

REORDER FROM  
Registre, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

2140

STATE OF MARYLAND

274910

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.

533 176

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

1. DEBTOR

Name MaxTel Associates Limited Partnerships See Schedule A  
Address Suite 300-2201 Wilson Boulevard, Arlington, VA 22201

2. SECURED PARTY

Name OXFORD DEVELOPMENT CORPORATION  
Address 7316 Wisconsin Avenue, Bethesda, MD 20814

Person And Address To Whom Statement Is To Be Returned 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

Location: Captain's Walk  
988 Spa Road  
Annapolis, MD 21403

Name and address of Assignee  
U.S. Steel  
Credit Corporation  
4550 Montgomery Ave  
Bethesda, MD

Schedule: #226  
County of Anne Arundel

CHECK  THE LINES WHICH APPLY

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

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

RECORD FEE 25.00  
POSTAGE .50  
#222200 C040 004 119/33

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

10/19/88

Signatures are set forth on the attachment hereto incorporated herein.

(Signature of Debtor)

MAXTEL ASSOCIATES LIMITED PARTNERSHIP

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signatures are set forth on the attachment hereto incorporated herein.

(Signature of Secured Party)

OXFORD DEVELOPMENT CORPORATION

Type or Print Above Signature on Above Line

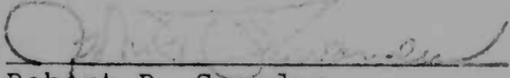
25-80

DEBTORS:

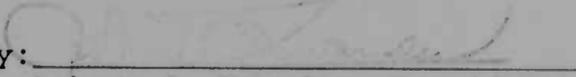
MaxTel ASSOCIATES LIMITED PARTNERSHIP

By: TeleMedia Associates Limited  
Partnership, Its General Partner

By: TeleMedia Associates,  
Its General Partner

By:   
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc.,  
Its General Partner

By:   
Robert R. Swander, President

SECURED PARTY:

OXFORD DEVELOPMENT CORPORATION

  
Leo E. Zickler, Chairman

SCHEDULE A

Schedule A to UCC-1 Financing Statement  
Debtor: MaxTel Associates Limited Partnership  
Secured Party: Oxford Development Corporation  
Assignee: U.S. Steel Credit Corporation

Goods and personal property including equipment (some of which may have been, be or become "fixtures" for the purposes of the Uniform Commercial Code, other state law or federal law), whether now owned or leased or hereafter owned or leased or acquired, consisting generally of:

1. Satellite and terrestrial communications and reception equipment and related electronic, electrical and mechanical equipment, including but not limited to: antennas; signal reception, processing and distribution equipment; cable television and electronic data communications, reception, processing and distribution equipment; interconnection and control equipment; and related electronic, electrical and mechanical and related equipment, goods and materials;
2. Computers, computer and data processing equipment, interconnection equipment, and related electronic, electrical and mechanical goods, equipment and materials;
3. Electronic goods and equipment; electrical power equipment; and related interconnection equipment;
4. Office and residential furniture, fixtures, furnishings and equipment, and related goods and equipment;
5. Recreational equipment, furniture, fixtures, furnishings and related goods and equipment;
6. Security systems equipment, "Medic Alert" equipment, and related goods and equipment;
7. Other types of personal property, goods and equipment similar or related to the above;
8. All accessories, accessions, attachments, alterations, modifications, parts, fittings and special tools, whether now owned or hereafter acquired, of or to any and all of the collateral listed in items 1 through 7 above;
9. All substitutions, replacements, renewals and improvements to, of or for any and all of the collateral listed in items 1 through 8 above;

10. All of the collateral listed in items 1 through 9 above which may, or which may be deemed to, have been, be or become "fixtures" for the purposes of the Uniform Commercial Code, other state law or federal law;

11. All proceeds of any and all of the collateral listed in items 1 through 10 above (including without limitation all insurance proceeds), and all rents and profits of any and all of the collateral listed in item 10 above.

All as more particularly described in the following listed equipment lease schedules related to a certain Finance Lease dated as of March 25, 1985 (the "Lease") by and between PNC Leasing Corp, Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania 15265, as the original lessor and Oxford Development Corporation, 7316 Wisconsin Avenue, Suite 300, Bethesda, Maryland 20814, as the original lessee (the Secured Party herein), and assigned by PNC Leasing Corp to U.S. Steel Credit Corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15230 (the Assignee herein).

The Secured Party has subleased to the Debtor the goods, equipment and other collateral described in the following listed equipment lease schedules, and the Secured Party has assigned to the Assignee the sublease contract, all of the Secured Party's right, title and interest (as sublessor under the sublease) in and to the sublease, all rentals and other sums payable thereunder, and all of the equipment and other collateral described in the following listed equipment lease schedules, in order to secure the duties, liabilities and other obligations of the Secured Party, as lessee under the Lease, to the Assignee, as lessor under the Lease.

Schedule Numbers:

60-025-00279-AA-00233  
60-025-00279-AB-00239  
60-025-00279-AC-00245  
60-025-00279-EX-00061  
60-025-00279-FG-00055  
60-025-00279-FH-00063  
60-025-00279-FH-00234  
60-025-00279-FI-00065  
60-025-00279-FI-00238  
60-025-00279-FJ-00243  
60-025-00279-FT-00175  
60-025-00279-FT-00185  
60-025-00279-FW-00217  
60-025-00279-09-00056  
60-025-00279-09-00237

Schedule Numbers Cont.:

60-025-00279-10-00226  
60-025-00279-12-00229  
60-025-00279-12-00230  
60-025-00279-22-00048  
60-025-00279-22-00231  
60-025-00279-24-00050  
60-025-00279-25-00240  
60-025-00279-26-00246  
60-025-00279-27-00228  
60-025-00279-28-00242  
60-025-00279-29-00057  
60-025-00279-29-00227  
60-025-00279-30-00059  
60-025-00279-30-00232  
60-025-00279-31-00060  
60-025-00279-33-00241  
60-025-00279-34-00064  
60-025-00279-34-00235  
60-025-00279-34-00236  
60-025-00279-35-00244  
60-025-00279-36-00224  
60-025-00279-55-00223  
60-025-00279-59-00186  
60-025-00279-99-00225

NOTE: Re Debtor's Address: The Debtor, MaxTel Associates Limited Partnership, may be located at one or both of the following addresses:

2201 Wilson Boulevard  
Arlington, Virginia 22201

4450 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

REORDER FROM  
Registre, Inc.  
514 FURCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

2100

STATE OF MARYLAND

274911

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 MaxTel Associates Limited Partnerships See Schedule A

Address Suite 300-2201 Wilson Boulevard, Arlington, VA 22201

2. SECURED PARTY

Name OXFORD DEVELOPMENT CORPORATION

Address 7316 Wisconsin Avenue, Bethesda, MD 20814

Person And Address To Whom Statement Is To Be Returned 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

Location: Captains Walk  
988 Spa Road  
Annapolis, MD 21403

Name and address of Assignee  
U.S. Steel  
Credit Corporation  
600 Grant Street  
Pgh., PA 15230

Schedule: #55  
County of Anne Arundel

CHECK  THE LINES WHICH APPLY

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

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

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

RECORD FEE 25.00  
POSTAGE .50  
M222290 C040 R04 T10134  
10/10/88

D

Signatures are set forth on the attachment hereto incorporated herein.  
(Signature of Debtor)

MAXTEL ASSOCIATES LIMITED PARTNERSHIP  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signatures are set forth on the attachment hereto incorporated herein.

(Signature of Secured Party)

OXFORD DEVELOPMENT CORPORATION  
Type or Print Above Signature on Above Line

2550

533 181

DEBTORS:

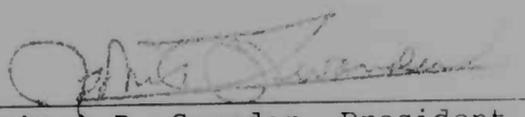
MaxTel ASSOCIATES LIMITED PARTNERSHIP

By: TeleMedia Associates Limited Partnership, Its General Partner

By: TeleMedia Associates, Its General Partner

By:   
Robert R. Swander,  
General Partner

By: TeleMedia Associates, Inc., Its General Partner

By:   
Robert R. Swander, President

SECURED PARTY:

OXFORD DEVELOPMENT CORPORATION

By:   
Leo E. Zickler, Chairman

SCHEDULE A

Schedule A to UCC-1 Financing Statement  
Debtor: MaxTel Associates Limited Partnership  
Secured Party: Oxford Development Corporation  
Assignee: U.S. Steel Credit Corporation

Goods and personal property including equipment (some of which may have been, be or become "fixtures" for the purposes of the Uniform Commercial Code, other state law or federal law), whether now owned or leased or hereafter owned or leased or acquired, consisting generally of:

1. Satellite and terrestrial communications and reception equipment and related electronic, electrical and mechanical equipment, including but not limited to: antennas; signal reception, processing and distribution equipment; cable television and electronic data communications, reception, processing and distribution equipment; interconnection and control equipment; and related electronic, electrical and mechanical and related equipment, goods and materials;
2. Computers, computer and data processing equipment, interconnection equipment, and related electronic, electrical and mechanical goods, equipment and materials;
3. Electronic goods and equipment; electrical power equipment; and related interconnection equipment;
4. Office and residential furniture, fixtures, furnishings and equipment, and related goods and equipment;
5. Recreational equipment, furniture, fixtures, furnishings and related goods and equipment;
6. Security systems equipment, "Medic Alert" equipment, and related goods and equipment;
7. Other types of personal property, goods and equipment similar or related to the above;
8. All accessories, accessions, attachments, alterations, modifications, parts, fittings and special tools, whether now owned or hereafter acquired, of or to any and all of the collateral listed in items 1 through 7 above;
9. All substitutions, replacements, renewals and improvements to, of or for any and all of the collateral listed in items 1 through 8 above;

10. All of the collateral listed in items 1 through 9 above which may, or which may be deemed to, have been, be or become "fixtures" for the purposes of the Uniform Commercial Code, other state law or federal law;

11. All proceeds of any and all of the collateral listed in items 1 through 10 above (including without limitation all insurance proceeds), and all rents and profits of any and all of the collateral listed in item 10 above.

All as more particularly described in the following listed equipment lease schedules related to a certain Finance Lease dated as of March 25, 1985 (the "Lease") by and between PNC Leasing Corp, Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania 15265, as the original lessor and Oxford Development Corporation, 7316 Wisconsin Avenue, Suite 300, Bethesda, Maryland 20814, as the original lessee (the Secured Party herein), and assigned by PNC Leasing Corp to U.S. Steel Credit Corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15230 (the Assignee herein).

The Secured Party has subleased to the Debtor the goods, equipment and other collateral described in the following listed equipment lease schedules, and the Secured Party has assigned to the Assignee the sublease contract, all of the Secured Party's right, title and interest (as sublessor under the sublease) in and to the sublease, all rentals and other sums payable thereunder, and all of the equipment and other collateral described in the following listed equipment lease schedules, in order to secure the duties, liabilities and other obligations of the Secured Party, as lessee under the Lease, to the Assignee, as lessor under the Lease.

Schedule Numbers:

60-025-00279-AA-00233  
60-025-00279-AB-00239  
60-025-00279-AC-00245  
60-025-00279-EX-00061  
60-025-00279-FG-00055  
60-025-00279-FH-00063  
60-025-00279-FH-00234  
60-025-00279-FI-00065  
60-025-00279-FI-00238  
60-025-00279-FJ-00243  
60-025-00279-FT-00175  
60-025-00279-FT-00185  
60-025-00279-FW-00217  
60-025-00279-09-00056  
60-025-00279-09-00237

Schedule Numbers Cont.:

60-025-00279-10-00226  
60-025-00279-12-00229  
60-025-00279-12-00230  
60-025-00279-22-00048  
60-025-00279-22-00231  
60-025-00279-24-00050  
60-025-00279-25-00240  
60-025-00279-26-00246  
60-025-00279-27-00228  
60-025-00279-28-00242  
60-025-00279-29-00057  
60-025-00279-29-00227  
60-025-00279-30-00059  
60-025-00279-30-00232  
60-025-00279-31-00060  
60-025-00279-33-00241  
60-025-00279-34-00064  
60-025-00279-34-00235  
60-025-00279-34-00236  
60-025-00279-35-00244  
60-025-00279-36-00224  
60-025-00279-55-00223  
60-025-00279-59-00186  
60-025-00279-99-00225

NOTE: Re Debtor's Address: The Debtor, MaxTel Associates Limited Partnership, may be located at one or both of the following addresses:

2201 Wilson Boulevard  
Arlington, Virginia 22201

4450 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

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

533 - 186

271913

FINANCING STATEMENT

1. Name & Address of Debtor: NORWOOD OF MARYLAND, INC.,  
a Maryland corporation  
1450 Grimm Road  
Severn, Maryland 21144
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property hereafter owned by the Debtor and located in or upon any interest or estate in land described on the attached Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all communications apparatus and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

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

(c) Proceeds of all collateral are covered.

RECORD FEE 13.00  
POSTAGE .50  
#300660 0237 R02 T12:16  
10/10/88

4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:  
NORWOOD OF MARYLAND, INC.

Secured Party:  
SEVERN SAVINGS BANK, FSB

BY: Robert P. Kerr PRES

BY: [Signature]

realest/2kerr

13.00

EXHIBIT "A"PARCEL NO. 1:

BEGINNING for the same at the point where the northernmost side of a 30-foot right-of-way, referred to as the New Cut Road in a deed dated October 20, 1919, and recorded among the Land Records of Anne Arundel County in Liber WNW Liber 14, folio 485, from Joseph Zuehowski and wife to Charles H. Grimm and wife, is intersected by the southeastern boundary of the conveyance from Charles H. Grimm and wife to the Philadelphia, Baltimore and Washington Railroad Company, dated August 19, 1943, and recorded among the Land Records of Anne Arundel County in JHH Liber 284, folio 272, and running thence with a part of the southeast boundary of the said conveyance, North 18 degrees 14 minutes East 970 feet; thence leaving the said boundary and running South 67 degrees 00 minutes East 504.06 feet; thence running South 24 degrees 23 minutes West 970 feet to the northernmost side of the said thirty-foot right-of-way, with the use thereof in common; thence running with the northernmost side of the said thirty-foot right-of-way, North 66 degrees 34 minutes West 400 feet to the place of beginning. Containing 10 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, the following parcels:

1. All that tract of ground containing 1.01 acres, more or less, conveyed unto Edward Smith and Thelma Smith, his wife, by deed dated September 30, 1952, and recorded among the Land Records of Anne Arundel County in JHH Liber 709, folio 92; and
2. All that tract of ground containing 1.05 acres, more or less, under mortgage to Arundel Federal Savings and Loan Association of Baltimore; said mortgage dated January 28, 1953, and recorded among the Land Records of Anne Arundel County in JHH Liber 735, folio 560.

BEING the same property which by deed dated June 18, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 787, was granted and conveyed unto NORWOOD OF MARYLAND, INC.

PARCEL NO. 2:

BEGINNING for the same at an iron pipe here found on the North side of a 30 foot right of way, said iron pipe marks the beginning point of that conveyance from Charles H. Grimm and Beadie P. Grimm, his wife, and Howard W. Jackson and Charlotte Jackson, his wife, to Lemuel Jackson and Mabel Jackson, his wife, by deed dated September 29, 1951, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH No. 646, folio 547; thence from the point of beginning so fixed and binding on the first line of the aforesaid conveyance as now corrected for magnetic declinations, North 18°48' East, 210.87 feet to an iron pipe here set; thence leaving the first line of the above-mentioned conveyance from Grimm and Jackson to Jackson, South 66° East, 219.11 feet to an iron pipe here set in the center of a 30 foot right of way with the use thereof in common as now laid out; thence along the center of said right of way, South 24° West, 210.0 feet to an iron pipe here set on the North side of the above mentioned 30 foot right of way known as New Cut Road, said pipe is also in the last line of the above mentioned conveyance from Grimm and Jackson to Jackson; thence leaving the center of the 30 foot right of way with the use thereof in common and binding on the last line of the aforesaid conveyance and on the north, CONTAINING 1.01 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor in September, 1952.

BEING the same property which by deed dated September 2, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4155, folio 204, was granted and conveyed by JOHN R. COMBS and F. MICHAEL TELLER unto NORWOOD OF MARYLAND, INC.

SAVING AND EXCEPTING THEREFROM, HOWEVER, the following described parcel of ground conveyed to Anne Arundel County by Norwood of Maryland, Inc., by deed dated September 28, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4507, folio 5:

BEGINNING for the same at a point on the northernmost right-of-way line of Grimm Road, a 60' right-of-way, said point also being the southeasternmost corner of that piece or parcel of ground conveyed by John R. Combs and F. Michael Teller to Norwood of Md., Inc., a Maryland Corporation, by deed dated September 2, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4155 at Folio 204, thence running with said right-of-way line of Grimm Road, as now surveyed

(1) North 73 degrees 43 minutes 06 seconds West, 142.94 feet to a point, thence leaving said right of way line

(2) by a curve to the right having a radius of 55.00 feet and an arc length of 117.46 feet, subtended by a chord bearing South 86 degrees 42 minutes 38 seconds East, 96.38 feet to a point, thence

(3) by a curve to the left having a radius of 20.00 feet and an arc length of 16.82 feet, subtended by a chord bearing South 49 degrees 37 minutes 12 seconds East, 16.33 feet to a point, thence

(4) South 73 degrees 43 minutes 06 seconds East, 34.14 feet to a point, thence

(5) South 16 degrees 21 minutes 59 seconds West, 15.00 feet to the place of beginning containing 3,736.06 square feet or 0.086 acre of land more or less.

Book 533 Page 189

TERMINATION STATEMENT

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

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

File No. 257546 Dated May 30, 1985  
Record Reference Liber 487 Page 223

2. DEBTOR is:

Name: Bender Tool Company  
(Last Name First)

Address: 8425 Garden Road, Pasadena, Maryland 21122

- 3 SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway S., Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#204880 C777 R03 110:49  
10/11/88

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

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

RETURN TO:

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

SECURED PARTY:

The Bank of Glen Burnie

Dated October 3, 19 88

By: Earl G. Walter  
Earl G. Walter (Title)  
Executive Vice President

④

F/S

533 190

(DISC:UNCROFTON)  
10175-337

88119

271913

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - Montgomery County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation

Not to be recorded  
in Land Records

Not subject to Recordation Tax  
Principal amount of debt  
secured is:

\$2,665,600.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- |   |   |
|---|---|
| 1. Debtor:                              | Address:  |
| CROFTON PROPERTY<br>LIMITED PARTNERSHIP | c/o Porten Sullivan Corporation<br>Three Bethesda Metro Center<br>Suite 900<br>Bethesda, Maryland 20814 |
| 2. Secured Party:                       | Address:  |
| UNITED SAVINGS BANK                     | 8219 Leesburg Pike<br>Vienna, Virginia 22180  |
| 3. Trustee:                             | Address:  |
| ROBERT J. LEWIS<br>JOHN H. AYLOR        | 8219 Leesburg Pike<br>Vienna, Virginia 22180  |

RECORD FEE 18.00  
POSTAGE .50  
#384980 0345 P01 T14:20  
10/11/88

4. This Financing Statement covers:
- (a) All of the Debtor's right, title and interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor

10/11/88

coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts of sale of the Debtor now or hereafter existing and all the Debtor's rights in the cash and other securities posted thereunder and including the right to receive and collect all proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation is stated in the Note.

Debtor:

CROFTON PROPERTY LIMITED  
PARTNERSHIP

By: Francis Dove  
Francis Dove  
General Partner

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

United Savings Bank  
8219 Leesburg Pike  
Vienna, Virginia 22180

Attn: Ms. Toby Perse

"EXHIBIT A"

May 19, 1988

DESCRIPTION OF 163.4889 ACRES  
CHARLOTTE ADKINS, ET AL PROPERTY  
2ND TAX DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 2nd Election District of Anne Arundel County, Maryland; the same being the land conveyed to Charlotte Adkins, Erna R. Chapman and Ray F. Chapman, her husband, by deed dated November 28, 1984 recorded among the Land Records of Anne Arundel County, Maryland in Liber 3831 Folio 794; the same being more particularly described as follows:

Beginning for the same at a stone found on the northwestern right-of-way line of Riedel Road as shown on plat entitled "CROFTON MEADOWS, SECTION 1, PLAT 1", recorded among said Land Records in Plat Book 42 Folio 34, where intersected by the 3rd or North  $41^{\circ}40'$  West 1100 feet line of the conveyance to Edwin B. Young and Grace C. Young, his wife, by deed dated June 20, 1938 recorded among said Land Records in Liber FAM 185 Folio 219; thence leaving said beginning point so fixed and reversely with part of said line of the conveyance to Young and with the 2nd or North  $41^{\circ}35'$  West 105.0 feet line of the conveyance to Edwin B. Young and Grace C. Young, his wife, by deed dated September 13, 1955 recorded in Liber JHH 963 Folio 367 and the northeastern line of the conveyance to James L. Purdham and Elizabeth B. Purdham, his wife, by deed dated October 7, 1945 recorded in Liber JHH 248 Folio 285, both among said Land Records, the following course:

1. North  $49^{\circ}08'07''$  West 1860.59 feet to a pipe found; thence continuing and then with the northeastern lines of the conveyance to Washington Homes, Inc. recorded in Liber 2565 Folio 624 and reversely with the South  $47^{\circ}52'56''$  East 939.52 feet plat line as shown on a plat entitled "PLAT ONE, CHARRING CROSS", recorded in Plat Book 65 Folio 45 and with part of the northeastern line of the conveyance to Joseph H. Belt, Jr. and Dorothy T. Belt, his wife, by deed dated May 9, 1967 and recorded in Liber 2064 Folio 427, all among said Land Records, the following course:
2. North  $47^{\circ}52'39''$  West 2010.07 feet to a pipe set; thence reversely with the 2nd or South  $49^{\circ}30'$  West 104 perches line of the conveyance to William G. Williams, M.D. by deed dated June 6, 1880 recorded in Liber S.H. 17 Folio 550 among said Land Records, said line now being made up of the 3rd or South  $58^{\circ}$  West 61 perches line of the conveyance to Ida Gray, et ali, by deed dated February 13, 1945 recorded in Liber JHH 325 Folio 432, the 5th or South  $49^{\circ}30'00''$  West 297.00 feet line of the conveyance to Harry Ham and Jeanette F. Ham, his wife, by deed dated November 23, 1979 recorded in Liber 3271 Folio 671, and the South  $56^{\circ}27'40''$  West 386.24 feet line as shown a plat of the Ida Turner Property dated November 20, 1961 recorded in Liber 1694 Folio 534, all among said Land Records, the following course:
3. North  $47^{\circ}10'05''$  East 1687.12 feet to a stone found, said stone also being shown on said plat; thence reversely with part of the 1st or North  $52^{\circ}54'47''$  West 4483.58 feet line of Parcel One of the conveyance to Mortgage Investors of Washington, by deed dated June 23, 1977 recorded in Liber 3000 Folio 519 among said Land Records, the following course:
4. South  $53^{\circ}15'51''$  East 3866.45 feet to intersect the aforesaid right-of-way line of Riedel Road, thence binding on said right-of-way line, the following course:
5. South  $45^{\circ}45'59''$  West 2006.77 feet to the point of beginning; containing 7121578 square feet or 163.4889 acres of land as now described.

PURCHASE MONEY  
FINANCING STATEMENT

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

1. Name of Debtor(s): Gilley's Inc. t/a Maryland Pest Control  
Address: Rte. 3, Severn Professional Building, #203-B  
Millersville, Maryland 21108

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
2001 Davidsonville Road  
Crofton, Maryland 21114

274914

533 194

3. This Financing Statement covers the following types (or items) of property:  
  
Accounts receivable, equipment & leasehold improvements  
  
SEE ATTACHMENTS (2)

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

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

RECORD FEE 14.00  
POSTAGE .50  
#385140 0345 401 715420  
10/11/86

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s):  
Gilley's Inc. t/a Maryland Pest Control  
By: *Gary L. Gilley*  
Gary L. Gilley, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Dennis L. Ortiz*  
Dennis L. Ortiz, Assistant Vice President  
(Type Name and Title)

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

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

**CORNELL CHEMICAL & EQUIPMENT CO., INC.**

5185 RAYNOR AVENUE LINTHICUM HEIGHTS, MD. 21090-1434

PHONE: (301) 636-2400



533 195

August 29, 1988

Maryland Pest Control  
P.O. Box 505  
Pasadena, MD 21122

Dear Sir:

Enclosed is the information you need for Bank purposes:

4 ea Insecta-Scope	@ \$675.00 ea	=	\$2,700.00
	M.S.T.		135.00
	Total		<u>\$2,835.00</u>

Serial Numbers IN00690, IN00587, IN00665 and IN00557.

Sincerely yours,

CORNELL CHEMICAL & EQUIPMENT CO., INC.

*Diane L. Ross*

Diane L. Ross  
Ass't Secretary Treasurer

ATTACHMENT (2)



11-7661  
PUTTY HILL PLAZA  
7942 BELAIR RD  
BALTIMORE MD 21236

September 28, 1988  
19:33

INFORMATION ONLY  
PAGE 1

533 196

**FINAL INVOICE**

FOR: By J. KAELIN

GILLEY'S INC.  
T/A MD. PEST CONTROL  
50 MD ROUTE 3 NORTH  
MILLERSVILLE MD 21108

THANK YOU

STOCK NUMBER	DESCRIPTION/SERIAL NO.	QTY.	PRICE	AMOUNT
360-2452	1201 KSU CABINET	1	400.00	400.00
360-2470	MCAU F/1201/2101	1	400.00	400.00
360-2471	MDBU F/1201/2101	1	400.00	400.00
360-2472	MFRU F/1201/2101	1	350.00	350.00
360-2473	MXFU F/1201/2101	1	240.00	240.00
360-2474	MINU F/1201/2101	1	230.00	230.00
360-2485	PWR SPLY1201/210	1	330.00	330.00
360-2454	1201/2101 BRACKE	1	47.00	47.00
610-2793	TRIPLE OUTLET VS	1	14.95	14.95
360-5511	25PR PLUG W/COVE	4	5.00	20.00
360-5520	BRKT FOR SIDE FE	4	5.00	20.00
360-5514	66MI-50 CON/BLOC	4	25.00	100.00
360-5503	141 3PR LINE COR	4	6.95	27.80
360-2463	MSTU 8 STAT CARD	2	150.00	300.00
360-2465	MCOU 3LIN TONE C	3	100.00	300.00
360-2488	BATBKUP2480A/248	1	125.00	125.00
360-2482	BAT BKUP CABLEKI	1	12.00	12.00
360-3020	RECHAR STAND BAT	2	100.00	200.00
360-2551	10 KEY ELECT STA	6	130.00	780.00
360-2554	EKT 20 KEY	1	175.00	175.00
279-0374	12FT MOD TO MOD	7	4.95	34.65

CONTINUED ON  
NEXT PAGE

SALES OF COMPUTER EQUIPMENT & SOFTWARE ARE SUBJECT TO TERMS  
AND CONDITIONS IDENTIFIED ON BACK OF ATTACHED SALES SLIP.

CUSTOMER COPY



11-7661  
PUTTY HILL PLAZA  
7942 BELAIR RD  
BALTIMORE MD 21236

September 28, 1988  
19:33

INFORMATION ONLY  
PAGE 2

STOCK NUMBER	DESCRIPTION/SERIAL NO.	QTY.	PRICE	AMOUNT
360-5545	3PR SURF MT JACK	18	6.50	117.00
430-0171	DUO171 UNIV HDST	2	59.95	119.90
TELEPHONE INSTALL. SALE	407630		NON-TAXABLE	1470.00
ADVANCED DEPOSITS APPLIED	1201 PH SYS A08837 08/25/88			268.83
			TOTAL, MDSE	4743.30
			PREPAID ALL TAX \$237.17 ON 08/25/88 A08837	

ATTACHMENT (1)

AMOUNT DUE

SUBTOTAL 6213.30  
TAX 0.00  
TOTAL 5944.47

SALES OF COMPUTER EQUIPMENT & SOFTWARE ARE SUBJECT TO TERMS  
AND CONDITIONS IDENTIFIED ON BACK OF ATTACHED SALES SLIP.

CUSTOMER COPY

535 125

533 197

275553

274915

ANNE ARUNDEL COUNTY, MARYLAND

RECORDED

FINANCING (CHATTEL) RECORDS

THIS FINANCING STATEMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

Not to be recorded  
in Land Records

Not subject to Recordation Tax  
Principal amount of debt secured is:

\$ 348,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

RECORD FEE 13.00  
POSTAGE .50  
#302390 C237 R02 T14:26  
10/11/88

### FINANCING STATEMENT

1. Debtor:  
BECKER BROTHER'S ENTERPRISES

Address:  
19027 North Frederick Avenue  
Gaithersburg, Maryland 20879

2. Secured Party:  
SOVRAN BANK/MARYLAND

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817

3. Trustee:  
DANA E. TYDINGS  
RICHARD J. HAJJAR

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817

4. This Financing Statement covers:

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

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

13 00/88



This Financing Statement does not cover any items of property described above which are owned by *bona fide* tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as stated in the Note.

Debtor: Secured Party:

BECKER BROTHER'S ENTERPRISES

By: William G. Becker (SEAL)  
William G. Becker,  
General Partner

By: Charles J. Becker (SEAL)  
Charles J. Becker,  
General Partner

EXHIBIT "A"

All that lot or parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, being known and designated as unit ~~Record~~ "A" as shown on the Plat entitled "ANNAPOLIS BUSINESS PLAZA", a Condominium Phase I, which Plat is recorded on September 19, 1988, among the Land Records of Anne Arundel County in Plat Book 39, pages 8 and 9.

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

Tracy A. Borge, Esquire  
Miles & Stockbridge  
22 West Jefferson Street  
Rockville, Maryland 20850

BOOK 535 126

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274916

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 October 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David L. Johnson, D.D.S. t/a Annapolis Family Dentistry
Address 914 Bay Ridge Road, Suite 110, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David L. Johnson, D.D.S. t/a Annapolis Family Dentistry
(Signature of Debtor)

David L. Johnson, D.D.S.
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank
(Signature of Secured Party)
John J. Feldman III Vice President
Type or Print Above Signature on Above Line

FORM 533 OF 1993
RECORD FEE 12.00
POSTAGE .50
#385330 (345 R01 T15:49
10/11/88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274917

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

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

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

This financing statement Dated August 18, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Earl Archie Pack  
Address Lot 88 Severn MHP 7959 Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.  
Address PO Box 190 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)

Anne Arundel County

Used 1982 Liberty Mobilehome Blue & White  
14X50 Serial # 08L50270

Name and address of Assignee

See Attached (Schedule A)

\* This Transaction is not subject to Recordation Tax.

CHECK  THE LINES WHICH APPLY

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

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

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

RECORD FEE 13.00  
POSTAGE .50  
10/11/88  
RECORD FEE 13.00  
POSTAGE .50  
10/13/88

Earl Archie Pack by FMHCC POA  
(Signature of Debtor)

Earl Archie Pack  
Type or Print Above Name on Above Line

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

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

Elizabeth B Hechler  
(Signature of Secured Party)

Elizabeth B Hechler FMHCC  
Type or Print Above Signature on Above Line

533 200

13.00  
.50



FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

533-201

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we EARL ARCHIE PACK

of 88 SEVERN MHP, 7959 TELBERGARD.

City of SEVERN, County of ANNE ARUNDEL

State of MARYLAND

Jean Puller do hereby make, constitute and appoint of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

1982 L. BERTY (OAKBROOK) 14450' SERIAL 08L50270  
(Make) (Model) (Serial) (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this APRIL day of 1986.

Earl Archie Pack  
(Buyer)

x Earl Archie Pack  
(Buyer)  
(EARL ARCHIE PACK)

Earl Archie Pack  
(Buyer)

—  
(Buyer)

Sworn to and subscribed before me this 28th day of APRIL, 1986

Henry Bell  
(Notary Public)

225 Burns Co Rd.  
Severna Park, Md 21144  
(Unofficial Witness)

SCHEDULE A

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274918

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

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

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

This financing statement Dated August 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary M Chaney & Rebecca L Fowler

Address D 17 Clark Rd. Jessup, Md. 20794

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

Address PO Box 190 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)

Anne Arundel County

Used 1977 Homette Mobilehome 14X70 White  
Serial # 03100425K

Name and address of Assignee

\*This Transaction is not subject to Recordation Tax.

See Attached (Schedule A)

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

14.00  
.50

RECORDED 0040 R04 T09438

10/13/88

Gary M Chaney by FMHCC  
(Signature of Debtor)

Gary M Chaney  
Type or Print Above Name on Above Line

Rebecca L Fowler by FMHCC  
(Signature of Debtor)

Rebecca L Fowler  
Type or Print Above Signature on Above Line

Elizabeth B Hechler  
(Signature of Secured Party)

Elizabeth B Hechler FMHCC  
Type or Print Above Signature on Above Line

14.00  
1.50

1

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

16-5138

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

533 - 204

KNOW ALL MEN THESE PRESENTS:

That I/we Gary M. Chaney & Rebecca L. Fowler

of D 17 Clark Rd.

City of Jessup, County of Anne Arundel

State of Maryland do hereby make, constitute and appoint Jean Puller of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

Homette 77 (Make) (Model) 03100425K (Serial) 14x70 (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 8th day of May, 1986.

Gary M. Chaney (Buyer) Rebecca L. Fowler (Buyer)

Sworn to and subscribed before me this 8th day of May, 1986

Richard J. Turner (Notary Public)  
*My Commission Expires 7/1/86*

(Unofficial Witness)

SCHEDULE A

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

Q. 1/20/01

Land

BOOK 533 PAGE 206

274313

FINANCING STATEMENT

- 1. Name & Address of Debtor: THEODORE EARLE  
CORINNE EARLE  
7 Goodrich Road  
Annapolis, Maryland
- 2. Name & Address of Secured Party: OSCAR BRILLIANT  
215 Sumner Road  
Annapolis, Maryland

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

(a) All of Debtor's right title and interest in and to the Maryland partnership known as Budd Associates.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:  
Theodore Earle  
 Theodore Earle  
Corinne Earle  
 Corinne Earle

Secured Party:  
Oscar Brilliant  
 Oscar Brilliant

RECORD FEE 15.00  
 POSTAGE .50  
 #223093 0040 R08 F10234  
 10/13/08

misc/earle

15.00  
.50

RETURN TO:  
 Mid-Maryland Title Co., Inc.  
 79 West Street  
 Annapolis, MD 21401



533 207

274920

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO  
RECORDATION TAX

THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND  
(THE FINANCING STATEMENT RECORDS OF)  
ANNE ARUNDEL COUNTY

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

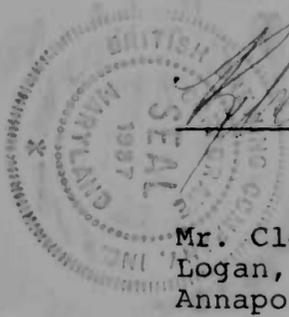
1. NAME AND ADDRESS OF DEBTOR: The British Brewing Company, Inc.  
6759 Bay Meadow Drive  
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland  
c/o Office of Law  
P.O. Box 1831  
Annapolis, Maryland 21404
3. This Financing Statement covers the following types (or items) of property:

See Exhibit A

Debtor:

ATTEST:

THE BRITISH BREWING COMPANY, INC.



 (SEAL)  
Craig Stuart Paul, President

Mr. Clerk: After recordation, please return to Patricia A. Logan, Assistant County Solicitor, Office of Law, P.O. 1831, Annapolis, Maryland 21404.

RECEIVED FOR RECORD

88 OCT 13 AM 11:25

H. ERLE SCHAFER  
CLERK

## EXHIBIT A

DEBTOR: The British Brewing Company, Inc.

SECURED PARTY: Anne Arundel County, Maryland

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

2. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and 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.

3. 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.

4. 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.

5. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 6759 Bay Meadow Drive, Glen Burnie, Maryland 21061.

6. Motor Vehicles. Each of the Debtor's motor vehicles, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, and (ii) all cash and non-cash proceeds thereof.

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 459 Page No. 499  
Identification No. 246517 Dated March 15, 1983

1. Debtor(s) { Blumenthal, Downs & Merrill, P.A.  
Name or Names—Print or Type  
P.O. Box 868 Annapolis, MD 21404  
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. 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  
#385610 0777 R01 711453  
10/17/88

Dated: May 16, 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)

Please Record & Return to:  
M. Willson Offutt IV, Esq.  
Blumenthal, Wayson, et al.  
P.O. Box 868  
Annapolis, MD 21404-0868

10-52

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor  
 BLUMENTHAL, DOWNS & MERRILL, P.A.

Address  
 P.O. Box 868  
 ANNAPOLIS, Md. 21404

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

ATTN. R. NETTLES  
 POST OFFICE Box 1596  
 BALTO, md 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
  - 1 (ONE) SX 2056 ELECTRONIC Key SERVICE Unit
  - 4 Station Line Cards
  - 4 C.O. Line Cards
  - 29 SX 2056 DESK Telephones (Serial #'s ATTACHED)
  - 1 DSS/ BLF Units
  - 1 LONG Mounting Cord
  - 1 LONG Coil Cord

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.

RECORD FEE 12.00  
 RECORD TAX 140.00  
 POSTAGE .50  
 #08093 0345 001 110:55  
 MAR 15 53

RECEIVED  
 COUNTY CLERK



Debtor (or Assignor)

BLUMENTHAL, DOWNS & MERRILL, P.A.

*M. Win...*, VP  
*J.E. ...*, V.P.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Richard G. Nettles*

FNB 0850

Type or print names under signatures

1200 14000.50

F/S

BOOK 533 - 212

274921

TO BE RECORDED:

- Among the Land Records of Anne Arundel County, Maryland
- Among the Financing Statement Records of Anne Arundel County, Maryland
- 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 \$4,345,000.00

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:  |       |
| Severn View Partnership | 2815 Hartland Road<br>Suite 101<br>Fairfax, Virginia 22043              | 57.00 |
| 2. Secured Party:       |   |       |
| SEASONS SAVINGS BANK    | 10320 Little Patuxent Parkway<br>Suite 1208<br>Columbia, Maryland 21044 | .50   |

3. This Financing Statement Covers:

(a) all buildings, improvements and all other structures, and all replacements thereof, now or hereafter standing upon the Premises, or any part thereof, including all plant, equipment, apparatus, machinery and fixtures of any and every kind forming any part of such structures, buildings and/or improvements (collectively, the "Improvements");

(b) any and/or all personal property, fixtures, fittings, appliances, chattels, furniture, furnishings, apparatus, building materials, equipment, machinery and/or articles of personal property, and the replacements thereof, now or at any time hereafter owned by the Debtor and affixed to, attached to, placed upon, or used in any way in connection with, the complete and comfortable use, enjoyment, occupancy and/or operation of the Premises described below (the "Premises") with the Improvements thereon (collectively, the "Equipment");

Handwritten signature or initials.



- (c) All leases of, and contracts relating to, the Premises, the Improvements and/or the Equipment, whether now existing or hereafter entered into, and all rents, income, revenue, issues and profits (the "Rents and Profits") arising from the Premises, the Improvements and/or the Equipment;
- (d) any and all tangible or intangible property of the Debtor now or hereafter used in, arising out of, or relating to the construction, ownership or operation of the Premises, the Improvements and/or the Equipment, including without limitation, documents, instruments, accounts, chattel paper, general intangibles, inventory and proceeds (each of the foregoing as defined in the Uniform Commercial Code of Maryland (the "Code")), any hand all architectural and engineering plans and specifications for the Premises, the improvements and/or the Equipment, or any portion thereof, contract rights, and any funds, letters of credit or other property which are now or hereafter provided by the Grantor to assure the payment of all indebtedness secured by the Deed of Trust referred to herein;
- (e) all of the Debtor's rights now owned or hereafter acquired to the proceeds from the sale, exchange, collection or other disposition of conversion, whether voluntary or involuntary, of any of the Property (as defined in the Deed of Trust) into cash or other liquidated claims, including, without limitation, all awards, payments and proceeds, included thereon, and the right to receive the same which may be made as a result of any casualty, any exercise of the right of eminent domain or deed of lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value of the Property (as defined in the Deed of Trust), together with reasonable counsel fees, costs and disbursements incurred by the holder of the Note in connection with the collection of such awards, payments and proceeds;
- (f) all present or future contract rights of and from the herein described Premises or any part thereof.
- (g) 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 thereof (i) any taking of the Premises or any act thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award"), to the extent of all indebtedness which may be secured by the Deed of Trust at the date of receipt of any such Condemnation Award by the Secured Party, and of the reasonable counsel fees, costs and disbursements, if any incurred by; the Lender in connection with the collection of such Condemnation Award or payment.

(h) 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 premises or any portion thereof.

4. 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 Trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, to secure an indebtedness by the Debtor to Secured Party and are deemed by said Deed of Trust to be a part of the hereinafter described real estate. The Debtor is the record owner of the Property.

5. Proceeds of collateral are covered hereunder.

6. The Premises upon which a portion of the goods may be attached are real estate in Anne Arundel County, Maryland described in Exhibit A attached hereto and made a part hereof.

WITNESS/ATTEST

SEVERN VIEW PARTNERSHIP,  
A Maryland General Partnership

BY: ML DEVELOPMENT ASSOCIATES, INC.  
A Virginia Corporation,  
General Partner

By: Mark A. Luria (SEAL)  
Mark A. Luria, President

\_\_\_\_\_

By: Patrick J. Byrne (SEAL)  
Patrick J. Byrne,  
General Partner

\_\_\_\_\_

By: Jon Luria (SEAL)  
Jon Luria,  
General Partner

\_\_\_\_\_

BY: CHARLES LURIA ASSOCIATES, INC.  
A Virginia Corporation,  
General Partner

By: Charles Luria (SEAL)  
Charles Luria, President

\_\_\_\_\_

Constituting All of the General  
Partners of Severn View Partnership

533 - 215

SECURED PARTY:

SEASONS SAVINGS BANK

By: B. C. Wahl (SEAL)  
Bruce C. Wahl  
Senior Vice President

Dated: October 10th, 1988

MR. SIR/MADAM CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY  
10715 Charter Drive  
Columbia, MD 21044  
ATTN: Kevin J. Kelehan, Esquire  
44791/8009

kjk\real\severn.fst



2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

October 6, 1988

PARCEL 1  
DESCRIPTION OF 17.7501 ACRES,  
MORE OR LESS, OF LAND  
PART OF THE PROPERTY OF REGINA V. RAWLINGS ET AL  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found in the easterly right-of-way line of B&A Boulevard (Maryland Route 648), 40 feet wide, said pipe being a corner common to the hereinafter described property and the property of Mercantile Safe Deposit & Trust Co. described in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 2766 at Folio 896 et seq. and thence from said beginning point so fixed with meridian referenced to Maryland State Grid North and with the aforesaid easterly right-of-way line of B&A Boulevard,

1. North  $41^{\circ} 39' 03''$  West 43.75 feet to a point and,
2. North  $38^{\circ} 27' 03''$  West 114.00 feet to a point and,
3. North  $33^{\circ} 51' 03''$  West 65.00 feet to a point and,
4. North  $30^{\circ} 34' 03''$  West 269.19 feet to the southwest corner of other property of the above mentioned Regina V. Rawlings described in a deed recorded as aforesaid in Liber 2410 at Folio 863 et seq. and thence departing B&A Boulevard with said Rawlings property,
5. North  $59^{\circ} 08' 01''$  East 187.04 feet to a point and,
6. North  $32^{\circ} 59' 06''$  West 375.00 feet to a point and thence departing said Rawlings property and running through Parcel 1, the entire tract of which the herein described parcel is part; described in a deed to Regina V. Rawlings et al recorded as aforesaid in Liber 4144 at Folio 425 et seq. for a new line of division; said new line of division passing also through the "residue" parcel shown

*RRR*  
*BAH*

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA  
Gaithersburg, MD

Landover, MD  
Leesburg, VA  
Manassas, VA  
Marion, VA  
Morristown, TN

Prince Frederick, MD  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA

Description of 17.7501 Acres

October 6, 1988

Page Two

on a plat recorded among the plat records of Anne Arundel County, Maryland in Plat Book 94 at Page 40 which "Residue" parcel is part of the land described as Parcel 1 in Liber 4144 at folio 425 et seq.,

7. North  $53^{\circ} 24' 01''$  East 365.29 feet to intersect the westerly line of the property of Providence Center, Inc. described in a deed recorded as aforesaid in Liber 3802 at folio 778 et seq. and thence with said Providence Center, Inc.,
8. South  $32^{\circ} 47' 14''$  East 58.00 feet to a point and,
9. North  $56^{\circ} 52' 36''$  East 624.89 feet to intersect the westerly right-of-way line of Governor Ritchie Highway (Maryland Route 2), 150 feet wide, and thence departing said Providence Center, Inc. with said westerly line of Governor Ritchie Highway,
10. South  $32^{\circ} 47' 41''$  East 565.13 feet to intersect the northerly line of the above mentioned Mercantile Safe Deposit & Trust Co. property and thence departing Governor Ritchie Highway with said Mercantile Safe Deposit & Trust Co.,
11. South  $44^{\circ} 26' 57''$  West 1195.86 feet to the point and place of beginning.

CONTAINING in all 17.7501 acres, more or less, of land.

BEING a part of the land described as Parcel 1 in a deed to Regina V. Rawlings et al dated July 1, 1986 and recorded among the land records of Anne Arundel County, Maryland in Liber 4144 at Folio 425 et seq.

BEING ALSO all of the land shown and described on a plat entitled "Administrative Plat, Severn View, Section "E"" and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at Page 20.

BEING the same land known and described as Lots 1E through 17E and all the streets and roads in the subdivision known as "SEVERN VIEW, Section E" as per plat thereof recorded in Plat Book 113, page 20, as Plat No. 5944, one of the Land Records of Anne Arundel County, Maryland.

**Dewberry & Davis**



(R)

*RR  
BVD*

# Dewberry & Davis

Architects Engineers Planners Surveyors



533 218

2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

October 6, 1988

PARCEL 2  
DESCRIPTION OF 0.0737 ACRE, MORE OR LESS,  
OF LAND  
PART OF THE PROPERTY OF REGINA V. RAWLINGS ET AL  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found in the westerly right-of-way of B&A Boulevard (Maryland Route 648), 40 feet wide, said pipe being a corner common to the hereinafter described property and the property of George Alan Jones et ux. described in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 3648 at Folio 622 et seq. and thence from said beginning point so fixed with meridian referenced to Maryland State Grid North and with said Jones,

1. South  $38^{\circ} 14' 12''$  West 162.42 feet to an iron pipe found in the easterly line of the Old Washington, Baltimore and Annapolis Railroad right-of-way, 66 feet wide, thence with said right-of-way,
2. North  $32^{\circ} 01' 36''$  West 21.23 feet to a point and thence,
3. North  $38^{\circ} 14' 12''$  East 158.87 feet to intersect the aforesaid westerly line of B&A Boulevard and thence with said westerly line,
4. South  $41^{\circ} 29' 22''$  East 20.31 feet to the point and place of beginning.

CONTAINING in all 0.0737 acre, more or less, of land.

BEING the same land described as Parcel 2 in a deed to Regina V. Rawlings et al dated July 1, 1986 and recorded among the land records of Anne Arundel County, Maryland in Liber 4144 at Folio 425 et seq.

*RVR*  
*B91-G*

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA  
Gaithersburg, MD

Landover, MD  
Leesburg, VA  
Manassas, VA  
Marion, VA  
Morristown, TN

Prince Frederick, MD  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA

Description 0.0737 Acre  
October 6, 1988  
Page Two

BOOK 533 PAGE 219

BEING ALSO the same land shown as "20' utility easement" between B&A Boulevard and the Old W.B.&A. Railroad right-of-way on a plat entitled "Administrative Plat, Severn View, Section "W" " recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at Page 21.

Dewberry & Davis

*R.R.D.*  
*B.A.D.*



# Dewberry & Davis

Architects Engineers Planners Surveyors



533 220

2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

October 6, 1988

PARCEL 3  
DESCRIPTION OF 0.1896 ACRE,  
MORE OR LESS, OF LAND  
PART OF THE PROPERTY OF REGINA V. RAWLINGS ET AL  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point distant South  $32^{\circ} 01' 36''$  East 278.39 feet from the end of the first or South  $38^{\circ} 14' 12''$  West 162.42 feet line of Parcel 2 above, said point lying in the easterly right-of-way line of the Old Washington, Baltimore and Annapolis Railroad, 66 feet wide, said point also being a corner common to the hereinafter described parcel and the property of Donna Moss et al decribed in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 4002 at Folio 726 et seq. and thence from said beginning point so fixed with meridian referenced to Maryland State Grid North and with said Moss,

1. North  $53^{\circ} 15' 24''$  East 183.79 feet to a point and,
2. North  $60^{\circ} 15' 24''$  East 20.50 feet to intersect the westerly right-of-way line of B&A Boulevard (Maryland Route 648), 40 feet wide, thence departing Moss with said right-of-way line,
3. South  $37^{\circ} 39' 16''$  East 40.43 feet to intersect the northerly line of the property of Coye H. Stokes et ux. described in a deed recorded as aforesaid in Liber 2900 at Folio 620 et seq. and thence departing said right-of-way line with Stokes,
4. South  $60^{\circ} 15' 24''$  West 23.62 feet to a point and, .
5. South  $53^{\circ} 15' 24''$  West 184.64 feet to intersect the aforesaid railroad right-of-way line and thence departing Stokes with said right-of-way line,
6. North  $32^{\circ} 01' 36''$  West 40.18 feet to the point and place of beginning.

*RVR*  
*BZJ*

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA  
Gaithersburg, MD

Landover, MD  
Leesburg, VA  
Manassas, VA  
Marion, VA  
Morristown, TN

Prince Frederick, MD  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA

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Description of 0.1986 Acre

October 6, 1988

Page Two

CONTAINING in all 0.1896 acre, more or less, of land.

BEING the same land described as Parcel 3 in a deed to Regina V. Rawlings et al dated July 1, 1986 and recorded among the land records of Anne Arundel County, Maryland in Liber 4144 at Folio 425 et seq.

BEING ALSO the same land shown as an off-site right-of-way between B&A Boulevard and the Old W.B.&A. Railroad right-of-way on a plat entitled "Administrative Plat, Severn View, Section "W" " recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at Page 21.

---

Dewberry & Davis

*R.R.  
B.R.*





October 7, 1988

PARCEL 4  
DESCRIPTION OF 21.6988 ACRES,  
MORE OR LESS, OF LAND  
PART OF THE PROPERTY OF REGINA V. RAWLINGS ET AL  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found at the point numbered "18" shown on a plat entitled "Section Two, Glen Oban" and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 46 at Page 1 and thence from said beginning point so fixed with meridian referenced to Maryland State Grid North and with said "Section Two, Glen Oban",

1. South  $47^{\circ} 28' 48''$  West 1026.73 feet to intersect the northeasterly line of the property of Walter Howard Olds et ux. described in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 4253 at Folio 455 et seq. and thence departing "Glen Oban" with Olds,
2. North  $85^{\circ} 24' 12''$  West 180.15 feet to a point and,
3. North  $82^{\circ} 31' 12''$  West 86.85 feet to a point and,
4. South  $71^{\circ} 39' 48''$  West 151.22 feet to a point in the shoreline of Asquith Creek and thence departing Olds with said shoreline,
5. North  $42^{\circ} 55' 47''$  West 61.81 feet to a point and,
6. North  $80^{\circ} 40' 43''$  West 60.00 feet to a point and,
7. North  $04^{\circ} 42' 50''$  West 10.00 feet to a point and,
8. North  $06^{\circ} 33' 19''$  East 14.00 feet to a point and,
9. North  $80^{\circ} 40' 43''$  West 32.00 feet to a point and,
10. North  $73^{\circ} 50' 43''$  West 140.00 feet to intersect the southeasterly

*ROR*  
*BAH*

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA  
Gaithersburg, MD

Landover, MD  
Leesburg, VA  
Manassas, VA  
Marion, VA  
Morristown, TN

Prince Frederick, MD  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA

Description of 21.6988 Acres

October 7, 1988

Page Two

- line of the property of Harold R. Bohlman, Jr. described as the FIRST in a deed recorded as aforesaid in Liber 3330 at Folio 763 et seq. and thence departing Asquith Creek with Bohlman,
11. North  $44^{\circ} 49' 17''$  East 264.00 feet to a point and,
  12. North  $45^{\circ} 10' 43''$  West 77.10 feet to intersect the southeasterly line of the property of Revel Joint Venture described in a deed recorded as aforesaid in Liber 3334 at Folio 369 et seq. and thence departing Bohlman with Revel Joint Venture,
  13. North  $40^{\circ} 51' 18''$  East 601.44 feet to intersect the southwesterly line of the property of Harold R. Bohlman, Jr. described as the SECOND in a deed recorded as aforesaid in Liber 3330 at Folio 763 et seq. and thence departing Revel Joint Venture with Bohlman,
  14. South  $45^{\circ} 10' 42''$  East 118.70 feet to a point and,
  15. North  $44^{\circ} 49' 16''$  East 100.00 feet to a point and,
  16. North  $32^{\circ} 31' 31''$  West 130.80 feet to re-intersect the southeasterly line of the property of Revel Joint Venture and thence departing Bohlman with Revel Joint Venture,
  17. North  $40^{\circ} 51' 18''$  East 495.57 feet to intersect the southwesterly line of the property of Charles L. Walters et al described as Parcel No. 2 in a deed recorded as aforesaid in Liber 2530 at Folio 640 et seq. and thence departing Revel Joint Venture with Walters,
  18. South  $49^{\circ} 29' 02''$  East 289.62 feet to a point and,
  19. North  $26^{\circ} 25' 13''$  East 192.00 feet to intersect the westerly line of the Old Washington, Baltimore and Annapolis Railroad right-of-way, 66 feet wide, thence departing Walters with said westerly right-of-way line,
  20. South  $32^{\circ} 01' 36''$  East 217.87 feet to intersect the northeasterly line of the property of Lois C. Ridgell recorded as aforesaid in Liber 3011 at Folio 358 et seq. and thence departing the railroad right-of-way with Ridgell,
  21. North  $88^{\circ} 39' 22''$  West 171.85 feet to a point and,

Dewberry & Davis

*R.R.C.*  
*R.R.C.*



Description of 21.6988 Acres

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October 7, 1988

Page Three

22. South  $12^{\circ} 55' 13''$  West 77.18 feet to a point and,
23. South  $84^{\circ} 24' 13''$  East 186.96 feet to a point and,
24. North  $60^{\circ} 00' 24''$  East 50.00 feet to re-intersect the aforesaid railroad right-of-way line and thence with said railroad right-of-way line,
25. South  $32^{\circ} 00' 36''$  East 102.70 feet to a point and thence with a curve to the left having a radius of 1533.00 feet and an arc length of 244.67 feet subtended by chord bearing,
26. South  $36^{\circ} 30' 08''$  East 244.41 feet to intersect the northerly line of the above cited "Section Two, Glen Oban" and thence departing the railroad right-of-way with "Glen Oban",
27. South  $80^{\circ} 27' 49''$  West 164.38 feet to the point and place of beginning.

CONTAINING in all 21.6988 acres, more or less, of land.

BEING all of the land described as Parcel 5 in a deed to Regina V. Rawlings et al dated July 1, 1986 and recorded among the land records of Anne Arundel County, Maryland in Liber 4144 at Folio 425 et seq.

BEING ALSO all of the land west of Old W.B.&A. Railroad right-of-way shown and described on a plat entitled "Administrative Plat, Severn View, Section "W" " and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at Page 21.

BEING the same land known and described as Lots 1W through 12W, Reserved Parcels "A" and "B" and all the streets and roads in the subdivision known as "SEVERN VIEW, Section W" as per plat recorded in Plat Book 113, Page 21, as Plat No. 5945, one of the Land Records of Anne Arundel County, Maryland.

*RVR*  
*P. H. G.*  
Dewberry & Davis



BOOK 533 225  
274922

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

Not Subject To Recordation  
Tax.

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

1. DEBTOR:

WEST NURSERY LAND HOLDING  
LIMITED PARTNERSHIP  
c/o Siena Corporation  
8350 Bristol Court  
Suite 101  
Jessup, Maryland 20794  
Attention: Anthony R. Manganaro

RECORD FEE 26.00  
POSTAGE .50  
#38040 0777 R01 714945  
10/13/88

2. SECURED PARTY:

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY  
2 Hopkins Plaza  
Baltimore, Maryland 21201  
Attention: Paul A. Stuart,  
Vice President

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

a. All plant, equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings, and fixtures, and  
other chattels and personal property and replacements  
thereof (exclusive of any inventory held for sale or  
resale by the Debtor), owned by the Debtor and now or  
at any time hereafter affixed or attached to,  
incorporated in, placed upon, or in any way used in  
connection with the current or future utilization,  
enjoyment, occupation, or operation of the below  
referred to real property (hereafter, the "Real  
Property"), including by way of example and not by way  
of limitation, all lighting, heating, ventilating, air  
conditioning, incinerating, sprinkling, laundry,  
lifting and plumbing fixtures and equipment, water and  
power systems, loading and unloading equipment, burglar  
alarms and security systems, fire prevention and fire

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extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights

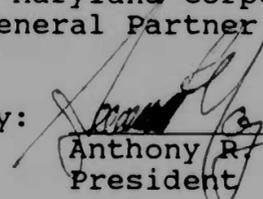
or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of ~~one (1)~~ <sup>two (2)</sup> page. *APL*
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:

WEST NURSERY LAND HOLDING  
LIMITED PARTNERSHIP  
A Maryland Limited Partnership

By: ✓ Siena Corporation,  
A Maryland Corporation,  
General Partner

By:  (SEAL)  
Anthony R. Manganaro,  
President

Date: October 12, 1988

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

David R. Naka, Esquire  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 7658

ANCHOR TITLE COMPANY  
10715 Charter Drive  
Suite 100  
Columbia, MD 21044

**KIDDE CONSULTANTS, INC.**

Subsidiary of Kidde, Inc

## EXHIBIT A

DESCRIPTION OF A 10.9544 + ACRE PARCEL  
THE PROPERTY OF MYRTLE F. HARTING  
5TH TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for a point in West Nursery Road, a variable width right of way, said point being a corner common to the property of Charles M. and Mildred Swan and the property of Myrtle F. Harting as described in a deed dated September 18, 1972, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2523 at Folio 762, thence departing said point and running with said West Nursery Road and the Myrtle F. Harting property with meridian referred to Maryland State Grid North as now surveyed the four following courses and distances, VIZ;

- 1) North 70° 26' 14" East 438.96 feet,
- 2) North 84° 11' 14" East 132.02 feet,
- 3) South 82° 18' 46" East 165.02 feet, and
- 4) North 63° 11' 14" East 105.90 feet to a point thence departing said West Nursery Road and with the easterly line of the aforesaid Harting Property the two following courses and distances, VIZ;
  - 5) South 11° 17' 01" West 381.92 feet, and
  - 6) South 26° 26' 01" West 480.53 feet to the most south easterly corner of the said property, thence departing said corner and running with the northerly line of Rice and Womack the following, VIZ;

**KIDDE CONSULTANTS, INC.**  
Subsidiary of Kidde, Inc

BOOK 533 PAGE 230

Description  
10.9544 + Acre Parcel  
October 11, 1988  
Page 2

- 7) North 73° 20' 40" West 660.43 feet to a stone called,  
thence with the common line of Charles Swan & Myrtle  
Harting the three following courses and distances, VIZ;
- 8) North 15° 24' 20" East 213.22 feet,
- 9) South 74° 35' 40" East 50.00
- 10) North 03° 15' 27" East 237.60 feet to the point and  
place of beginning.

CONTAINING 10.9544 Acres, more or less, as now surveyed by  
Kidde Consultants, Inc.

Subject to a 15 foot wide utility easement through the  
easterly portion of the property, said easement to be determined  
at a later date.

BEING a portion of the property of Myrtle F. Harting as  
acquired by deed dated September 18, 1972 from William Harting and  
recorded among the land records of Anne Arundel County, Maryland,  
in Liber 2523 at Folio 762, said property also shown on a plat  
entitled Administrative Plat for Harting Property and recorded  
among the said county plat records on Plat No. 5972 in Book 113  
at Page 48.

TEP/kmm

KCI Job No. 08-87050A

October 11, 1988

Work Order No. 50633X

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is transmitting utility bills.
1. Debtor(s) (Last Name First) and Address(es): Severna Park Mall Associates a general partnership 6229 North Charles St. Baltimore, Maryland	2. Secured Party(ies) Name(s) and Address(es): The Bowery Savings Bank 110 East 42nd Street New York, N.Y. 10017 #103345	4. For Filing Officer: Date, Time, No. Filing Office	TW 10/13/88

5. This statement refers to original Financing Statement No. Liber 390 Page 46 filed (date) 8/1/78 with Circuit Court Anne Arundel County

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

\*as assigned in Liber 3108 Page 132 on 8/1/78

This statement is to be indexed in the Real Estate Records \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

N/W/C Governor Ritchie  
Highway & McKinsey Road  
Anne Arundel, MD

Anne Arundel County

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Michael B. Ritchie  
Signature(s) of Secured Party(ies)

STATE OF MARYLAND

274923

FINANCING STATEMENT FORM UCC-1

Identifying File No. 10308

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3058.66

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

This financing statement Dated OCTOBER 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARNOLD A. FISHER & VALARIE S. FISHER
Address 110 HEARNE COURT #202 ANNAPOLIS MD, 21041

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address BOX 635 9418 ANNAPOLIS RD
LANHAM, MD. 20706

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

3. Maturity date of obligation (if any) 11-1991

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

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
#205440 C777 R03 T13:44
10/13/88

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL PROPERTY.

(JEWELRY - 6417 - RINGS - ETC. \$1000.00)
(WATER BED \$400) (WASHER MACHINE - KENMORE \$400)

CHECK [X] THE LINES WHICH APPLY

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

Arnold A. Fisher (Signature of Debtor)
ARNOLD A. FISHER
Type or Print Above Name on Above Line
Valerie S. Fisher (Signature of Debtor)
VALARIE S. FISHER
Type or Print Above Signature on Above Line

(Signature of Secured Party)
JOHN S. KORN
Type or Print Above Signature on Above Line

12- 24.50 .50

533 232

BOOK 533 PAGE 233  
274924

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

Assignee: Ford Motor Credit Co.  
PO Box 637  
Mechanicsville, Va. 23111

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) MacDonald, Joseph M. 346 Dameron South Laurel, Md. 20707 Anne Arundle County	2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877
---	--

RECORD FEE 11.00  
#205500 0777 R03 T14:00  
10/13/88

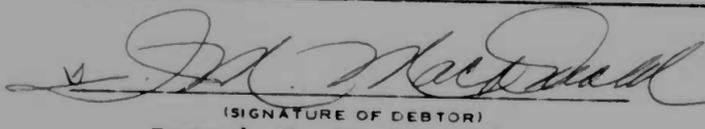
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:  
1-Ford Lawn & Garden Tractor-LGT14G w/48" Mower-#YC00195, YC00422

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

4. This transaction is exempt from the Recording Tax.

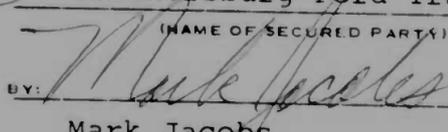
Filed with:



(SIGNATURE OF DEBTOR)  
Joseph M. MacDonald

Gaithersburg Ford Tractor Co.

(NAME OF SECURED PARTY)



BY: Mark Jacobs

STATE of VIRGINIA  
UCC 1 and 3 filing form

533 234  
274925

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
(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.

Auto-Chlor System of Northern Virginia, Inc.  
- 885-B South Pickett Street  
Alexandria, Virginia 22304  
  
- 832 W. 45th Street  
Norfolk, Virginia 23508

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

Century National Bank  
1875 Eye Street, N.W.  
Washington, D.C. 20006  
Attention: Peter A. Converse

Name & address of Assignee

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#205510 0777 R03 T14:01  
10/13/88

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

See Schedule A attached.

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:

Auto-Chlor System of Northern Virginia, Inc.  
By: Robert B. Wood  
Robert B. Wood, President

Signature of Debtor if applicable (Date) 6/30/88

Century National Bank  
By: Peter A. Converse  
Peter A. Converse, Executive Vice President

Signature of Secured Party if applicable (Date) 6/30/88

1160

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Century National Bank, a national banking association and Auto-Chlor System of Northern Virginia, Inc.

Collateral Description Continued

X 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 consisted, together with all cash and non-cash proceeds and products thereof.

X B. ACCOUNTS. All of the accounts of each Debtor (including, without limitation, all note, 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.

X 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.

X 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 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 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.

X E. ALL FURNITURE, FIXTURES AND EQUIPMENT. All of the furniture, fixtures and 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 thereof.

X F. 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 account, 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.

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)  Larkin Electric Company, Inc.  1021 Dorsey Road  Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address  Signet Bank/Maryland  P. O. Box 1077  Baltimore, MD 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:  Signet Bank/Md (formerly)  UNION TRUST COMPANY OF MARYLAND  BALTIMORE AND ST. PAUL STREETS  BALTIMORE, MARYLAND  21203</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 264985 Date 12-3-86, 19       
Record Reference book 505 page 548

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Amount of indebtedness is increased to \$300,000.00  
Previous amount - \$250,000.00. Difference to be paid on difference of \$50,000.00

RECORD FEE 10.00  
RECORD TAX 350.00  
POSTAGE .50  
#205750 CT77 R03 T14#35  
10/13/88

Dated this 30th day of September, 19 88

DEBTOR: Larkin Electric Company, Inc.

SECURED PARTY: Signet Bank/MD

By: Jeffrey D. Larkin, Pres.(Title)

By: Paul R. Lenhart, V.P. (Title)

UCC-5

10  
350.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274926

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

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

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

This financing statement Dated 10/05/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K. R. MARINE, INC.

Address 810 CRWIN HIGHWAY GLEN BURNIE MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

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

3. Maturity date of obligation (if any) 10/05/89

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

ALL INVENTORY INCLUDING BOATS, MOTORS AND ACCESSORIES OF TEAM WARLOCK, INC ON THE PREMISES AND ALL INVENTORY ACQUIRED IN THE FUTURE.

RECORD FEE 13.00
POSTAGE .50
#205760 0777 R03 T14-36
10/13/88

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

K. R. MARINE, INC.

BY: (Signature of Debtor)

KEVIN G. RENNIE, Type or Print Above Name on Above Line

BY: (Signature of Debtor)

WILLIAM GLENN RENNIE, Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

DOROTHY A. ABEL

ASSISTANT VICE PRESIDENT

Type or Print Above Signature on Above Line

13.30

533 237

274927

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 TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.  
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned 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 A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated July 21, 1988, Schedule # 02, dated Sept. 19, 1988 between Assignor as Lessor and LEASE ACCOUNT # 881070 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 Sept. 27, 1988 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00  
POSTAGE .50  
#205820 0777 R03 114:39  
10/13/88

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)

TransFinancial Leasing Corp.

*Bruce J. Winter*  
(Signature of Debtor)

Bruce J. Winter, Vice President

Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

A.I. Credit Corp.

*Diane E. Selby, Mgr.*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

*11/20*

EQUIPMENT LIST

- (1) One Liebert "Challenger/2" Model CU66A self-contained air cooled factory assembled upflow computer room air conditioner unit including the following options:
  - Condensate pump (mounted and wired on production units, shipped loose on stock units and downflow Challengers for field wiring).
  - Hot gas bypass.
  - Non-locking disconnect switch with externally operable handle protruding through the front cover.
  - Condenser disconnect switch.
  - 1" duct flange connection.
  
- (1) One TCM propane powered industrial fork lift truck  
Model: FCG 15
  
- (1) One Model 2000 Burster with margin slitters S/N 2502

TransFinancial Leasing Corp.

BY: *[Signature]*

Its: *Joe Prosser*

A.I. Credit Corp.

BY: *[Signature]*

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274928

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ~~LESSOR~~ ~~LESSEE~~ DEBTOR

Name Building Owners and Managers International Incorporated

Address 1521 Ritchie Highway, Suite 3A, Arnold, MD 21012

2. ~~SECURED PARTY~~ ~~LESSOR~~ SECURED PARTY

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

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

RECORD FEE 17.00  
POSTAGE .50  
#205940 0777 R03 114:47  
10/13/88

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

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

Various Steelcase furniture as more fully described on Schedule 'A' annexed thereto and made a part thereof. with all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.

Name and address of Assignee

Recordation tax of \$275.55 to be paid on balance of \$83,237.96 to Maryland state.

CHECK  THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Building Owners and Managers International Incorporated

*L. A. Jacobson*  
(Signature of ~~LESSOR~~ ~~LESSEE~~ DEBTOR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

*[Signature]*  
(Signature of ~~SECURED PARTY~~ ~~LESSOR~~ SECURED PARTY

SECURED PARTY

Type or Print Above Signature on Above Line

17-

SCHEDULE A

This schedule is to be attached to and become a part of Lease dated 9/20/88, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT
	Various Steelcase Furniture including but not limited to the following:
6	30 x 60 unit assembly with lock; box/file pedestal (left hand)
3	30 x 60 unit assembly with lock; box/file pedestal (right hand)
1	30 x 60 unit assembly with lock; substitute box/box/box pedestal (right hand)
1	30 x 60 unit assembly with lock; substitute box/box/box pedestal (left hand)
2	30 x 60 unit assembly with lock; substitute file/file pedestal (right hand)
1	30 x 60 unit assembly with lock; box/box/file pedestal (left hand) file/file pedestal (right hand)
2	30 x 60 worksurface with lock; panel/cantilever
2	30 x 60 worksurface with lock; cantilever/panel
1	20 x 45 worksurface with lock; panel/cantilever
4	20 x 45 return with lock (right hand) 24" back panel
3	20 x 45 return with lock (left hand) 24" back panel
1	20 x 60 return with lock; substitute file/file pedestal (left hand) 24" back panel
1	20 x 60 return with lock; substitute file/file pedestal (right hand) 24" back panel
1	20 x 60 unit assembly with lock; box/box/file (left hand) file/file (right hand) 24" back panel
1	20 x 32-3/4 worksurface with lock
1	24"H back panel
1	30"F end panel (left hand)
13	60"W closed service module with lock Fabric: Cirrus
4	60" binder bin with lock
2	30"D pedestal with box/file
2	20"D pedestal with file/file
2	30"D pedestal with file/file
19	20"W center drawer
18	40 watt eclipse task light
18	40 watt light bulb
4	Vertical wire manager
1	Attachment clamp package
1	20 x 60 return with lock; 24" back panel
5	65"H wall attachment bracket
3	53"H wall attachment bracket

533 241

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

Lessor  
 GENERAL ELECTRIC CAPITAL CORPORATION (L.S.)  
 By: [Signature] (L.S.)  
 Title: Region Asset Analyst

Lessee  
 BUILDING OWNERS AND MANAGERS  
 INTERNATIONAL INCORPORATED (L.S.)  
 By: [Signature] (L.S.)  
 Title: President

0702d

SCHEDULE A

This schedule is to be attached to and become a part of Lease dated 9/30/88, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT
7	65 x 60 tackable acoustical panel with power
3	65 x 60 tackable acoustical panel with (2) base covers
3	65 x 45 tackable acoustical panel with power
5	65 x 30 tackable acoustical panel with power
7	65 x 30 tackable acoustical panel with (2) base covers
1	65 x 25 tackable acoustical panel with (2) base covers
1	53 x 30 tackable acoustical panel with (2) base covers
2	53 x 45 tackable acoustical panel with (2) base covers
4	Base power-in
1	65"H power pole
2	Line one duplex
2	Line two duplex
2	Line three duplex
1	Panel to panel "1" connector
4	Right hand paperflo package
1	30"D pedestal with box/lock/file
1	20"D x 45"W right hand return' substitute file/file pedestal (right hand)
7	36"W lateral file with lock; 5 shelves; Finish: Warm Brown Value 1/#4686
2	30"W lateral file with lock; 5 shelves; Finish: Warm Brown Value 1/#4686
1	36"W lateral file with lock; Finish: Warm Brown Value 1/#4686
1	36"W x 55"H bookcase; Finish: Warm Brown Value 1/#4686
14	Sensor desk chair with pneumatic lift and upholstered shell; Fabric: Hampstead P3 Red Red Violet Value 4
15	Sensor desk chair with pneumatic lift and upholstered T-arms and outer shell, pneumatic lift; Fabric: Hampstead B386 Red Red Violet Value 4
1	Executive Grouping; 74"W x 36"D desk; 50"W x 25-1/2" right hand return; Walnut finish
1	Executive Grouping; 74"W x 30"D desk; 50"W x 25-1/2"D left hand return; Walnut finish
4	Bookcase; Walnut finish
2	Four drawer lateral file; Walnut finish
2	Sensor desk chair side III with pneumatic lift and upholstered outer shell and Omega arms; Fabric: Hampstead Blue Value 3/#B361
4	Sensor quest chair with pneumatic lift and upholstered outer shell and Omega arms; Fabric: Red Red Violet Value 4/#B336

533 - 242

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

Lessor

GENERAL ELECTRIC CAPITAL CORPORATION (L.S.)

By: [Signature] (L.S.)

Title: Region Credit Analyst

Lessee

BUILDING OWNERS AND MANAGERS INTERNATIONAL INCORPORATED (L.S.)

By: X [Signature] (L.S.)

Title: X President

0702d

SCHEDULE A

This schedule is to be attached to and become a part of Lease dated 9/2/88, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT
35	Protective coating Commercial Office Environments recommends to protect your seating investment from stains and soilage.
1	53" x 30" Panel
1	53" x 45" Panel

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

BOOK 533 PAGE 243

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

Lessor

Lessee

GENERAL ELECTRIC CAPITAL CORPORATION (L.S.)

BUILDING OWNERS AND MANAGERS INTERNATIONAL INCORPORATED (L.S.)

By: [Signature] (L.S.)

By: X [Signature] (L.S.)

Title: Region Credit Analyst

Title: X President

0702d

Not Used

book 533 pages 244  
245  
246  
247

Should have been  
land.

10-14-88

Not Used

book 533 pages 244  
245  
246  
247

Should have been  
land.

10-14-88

Not Used

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Should have been  
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10-14-88

Not Used

book 533 pages 244  
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246  
247

Should have been  
land.

10-14-88

533 248

271930

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

<b>1 Debtor(s) (Last Name First) and address(es)</b> The San Francisco Music Box Company 6121 Hollis Street Emeryville, CA 94608	<b>2 Secured Party(ies) and address(es)</b> Ford Equipment Leasing Company 24551 Raymond Way, Ste. 245 El Toro, CA 92630	<b>3 Maturity date (if any):</b> <b>For Filing Officer (Date, Time, Number, and Filing Office)</b> RECORD FEE 11.00 POSTAGE .50 #206490 0777 R03 T10:03 10/14/98
---	---	---

**4 This financing statement covers the following types (or items) of property:**  
 Sch. 03  
 See Exhibit "A" attached hereto and made a part hereof,  
 "and its proceeds, including all goods, accounts, chattel paper,  
 documents, instruments and contract rights."

ASSIGNEE OF SECURED PARTY

Equipment Location-100 Annapolis Mall; Annapolis, MD  
 THIS FINANCING STATEMENT IS FILED IN CONNECTION WITH A LEASE  
 TRANSACTION FOR PRECAUTIONARY PURPOSES.

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

Filed with: Anne Arundel Co. (MD) No. of additional Sheets presented: \_\_\_\_\_

By: [Signature]  
 Signature(s) of Debtor(s)

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

FILING OFFICER COPY - ALPHABETICAL Form approved by Secretary of State of West Virginia

REORDER FROM  
**Registro, Inc.**  
 314 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN. 55303  
 (612) 421-1713

EXHIBIT "A"

TO THE MASTER LEASE SCHEDULE 03 BY AND BETWEEN SAN FRANCISCO MUSIC BOX COMPANY  
AS LESSEE AND FORD EQUIPMENT LEASING COMPANY, AS LESSOR.

Quantity                      Description

533 249

Vendor:                      S.A.S.I.  
                                 1360 Adams Road  
                                 Bensalem, PA. 19020

1	Star-SF1
	Includes the Following:
1	Star-Non redundant SF
1	HDS-2000 SF
1	80 Column Printer
1	Modem 2400 Baud
2	SA-100MR
1	SA300
1	RMX-SF
1	1028 Modular Register

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274931

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Complete Automotive Service Inc. t/a/ Tires Plus

Address 4159 Mountain Rd, Pasadena, MD 21122

2. SECURED PARTY

Name MDFC EQUIPMENT LEASING CORPORATION

Address 3009 East 176, Crystal Lake, IL 60014

95-2801432

Person And Address To Whom Statement Is To Be Returned 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, the accessories, improvements, attachments thereto and the proceeds thereof, including ~~XXXXXX~~ the equipment listed herein and described more completely in an agreement dated 9/21/88 between secured party as "lessor" and debtor as "Lessee." Debtor has no right to transfer or dispose such equipment.

Model # FMC computer balancer, tire changers, deluxe brake lathe, Avsco jacks, 7 ton Black Hawk jack stands

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)

Complete Automotive Svc. Inc. Tires Plus / By Betty D. Hutten, Attorney in fact

(Signature of Debtor)

MDFC EQUIPMENT LEASING CORPORATION

Complete Automotive Svc. Inc. / Tires Plus

Type or Print Above Name on Above Line

Betty D. Hutten

(Signature of Debtor)

Betty D. Hutten

Type or Print Above Signature on Above Line

Betty D. Hutten

(Signature of Secured Party)

Betty D. Hutten

Type or Print Above Signature on Above Line

12.00  
50

12.00  
.50  
POSTAGE  
#223630 0040 104 111421  
10/14/88

FORM 533 250

533 251

274932

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)  
Ferguson Trenching Co., Inc.  
123 Revel Highway  
Annapolis, MD 21401  
M-33568

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00

(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)  
Caterpillar Financial Services Corporation  
10630 Little Patuxent Pkwy  
Columbia, MD 21044

POSTAGE .50  
#206690 C777 R03 T10:39  
10/14/88

For Filing Officer

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

One (1) New Caterpillar Model #235C Excavator S/N 5AF00277

NOT SUBJECT TO RECORDATION TAX - SECURED PARTY IS SELLER OF EQUIPMENT.

Anne Arundel County

#20241 31-2

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Ferguson Trenching Co., Inc.

Alban Tractor Co., Inc.

Secured Party(ies) [or Assignees]

(By) *Stanley R. Ferguson* Stanley R. Ferguson  
Standard Form Approved by N.C. Sec. of State President  
and other states shown above.

(By) *Mark Welsh* Mark Welsh, Assistant Secy  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1)  Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Retained

11/90

UCC-1

533 252

274933

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

1 Debtor(s) (Last Name First) and address(es) <b>Wilcox, Steven</b> c/o Nordheimer Brothers Companies, Inc. 1011 Arlington Blvd, Suite 300 Arlington, Virginia 22209-2275	2 Secured Party(ies) and address(es) <b>B. Michael Rauh, Esquire (Nominee)</b> Landis, Cohen, Rauh and Zelenko 1019 19th St., N.W, Suite 500 Washington, D.C. 20036	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #206700 0777 R03 T10:39 10/14/88
--	--	--

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

All of the Debtor's right, title and interest in and to its limited partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.

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) 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:

Steven Wilcox

By: *Steven Wilcox* Signature(s) of Debtor(s)

B. Michael Rauh, Nominee

By: *B. Michael Rauh* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

BOOK 533 253

271934

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)  
JONES ALBERTA  
PARKER ANGELA  
177 LYONS CREEK ESTATES  
LOTHIAN MD 20711

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 For Filing Officer Date Time No Filing Office

RECORD FEE 12.00  
#206710 0717 R03 T10:40  
10/14/88

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

1978 BENDIX -0- 14 X 70  
SERIAL # CC1218A  
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

6 Assignee(s) of Secured Party and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBIDGE, VA 22194

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

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

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

JONES ALBERTA

PARKER ANGELA

PROFESSIONAL MH BROKERS

By

*Alberta Jones*  
Signature(s) of Debtor(s)

*Angela Parker*  
Signature(s) of Debtor(s)

*OC Owen agent*  
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

BOOK 533 254

274935

This FINANCING STATEMENT is presented to a Filing Officer CO for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: \_\_\_\_\_

1. Debtor(s) (Last Name First) and Address(es) Chesapeake Medical Center, PA 7706 C Quarterfield Road Glen Burnie, MD 21061	2. Secured Party(ies) Name(s) and Address(es) <b>COPELCO LEASING CORPORATION</b> ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110	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 UCC 5a Attached hereto and forming a part hereof for complete equipment description		6. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 POSTAGE .50 #206120 C777 R03 T10:41 10/14/88
<input checked="" type="checkbox"/> Products of the Collateral are also covered LEASE NO. 00-9696-0 8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records. <b>THIS DOES NOT CREATE A SECURITY INTEREST.</b>		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8.)
9. Name of a Record Owner No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____		
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s)
By <u>Neil E. Padgett</u> Signatures of Debtor(s) <b>NEIL E. PADGETT, M.D.</b>		By <u>Doris A. Erdman</u> Signatures of Secured Party(ies) <b>DORIS A. ERDMAN, Asst. Secty.</b>

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania  
 (5/83) (1) FILING OFFICER COPY - NUMERICAL

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC - 5a

1) Page 1 of 1

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

2) Debtor(s) (Last name, first and address)

Chesapeake Medical Center, PA  
7706 C Quarterfield Road  
Glen Burnie, MD 21061

3) Secured Part(ies), names and address(es)

Copelco Leasing Corporation  
One MED10 Plaza  
Pennsauken, New Jersey 08110

4) For Filing Officer

5) This Additional Sheet covers the following Additional Types (or items) of Property:

Supplier:

Foster Medical  
8985 Yellow Brick Road  
Baltimore, MD 21237

1 ea. Hypheicator  
1 ea. EK 10 EKG  
1 ea. Ritter Autoclave M-7  
1 ea. QBC 11 with Printer

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 760141

RECORDED IN LIBER 494 FOLIO 169 ON JANUARY 28, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Building, Ste. 200 B, 407 Crain Hwy.  
Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.

Address 500 N. Calvert Street, 4th Floor, Commercial Banking

Baltimore, MD 21202

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

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

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Collateral: <u>Certain lease payments under a True Lease Assignment dated January 6, 1986. Lease account # 686010, schedule 01</u></p>	

RECORD FEE 10.00  
POSTAGE .50  
#207030 0777 R03 T14:37  
10/14/88

Dated October 11, 1988

[Signature]  
(Signature of Secured Party)  
Daniel G. Bittner  
Type or Print Above Name on Above Line  
Asst. Sec. - Balt. Fed. Financial F.S.A.

Filed with Anne Arundel County

15/60

BOOK 533 PAGE 257

274936

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)

Timothy L. Jamerson  
424 Silver Run Road  
Edgewater, Md. 21037

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc  
201 Ritchie Road  
Capitol Heights, Md. 20743

3 Maturity date (if any):

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

RECORD FEE 11.00  
POSTAGE .50  
#207090 0777 R03 T14:40  
10/14/88

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

1988 Western Star Ser # 2WLPCCJE3JK921918

1988 R/S Dump Body Ser. # 88020333

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

Associates Commercial Corp  
P.O. Box A  
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION! AX-CONDITIONAL SALES CONTRACT SIGNED

BY DEBTOR.

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

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

1346041

Timothy L. Jamerson

For Washington Freightliner, Inc

By:

*Timothy L. Jamerson*  
Signature(s) of Debtor(s)

By:

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

603469 Rev 12-80

FILING OFFICER COPY-ALPHABETICAL

1150

533 258

274937

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

1. Debtor(s) (Last Name First) and address(es) <b>Fowler, Katherine A. t/a          Fowler Music Service          2030C Industrial Drive          Annapolis, MD 21401</b>	2. Secured Party (ies) and address(es) <b>THE SELMER COMPANY          And its Ludwig Division          600 INDUSTRIAL PARKWAY          ELKHART, INDIANA 46516</b>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 RECORD FEE 1.00 POSTAGE .50 #207100 0777 R03 T14:41 10/14/88
4. This financing statement covers the following types (or items) of property: All of DEBTOR'S inventory of goods manufactured, sold or distributed by Secured Party and all parts, accessories and other goods used, returned, repossessed or intended to be used in conjunction with the foregoing inventory, whether now or hereafter existing or acquired; proceeds (Which term shall mean whatever is received upon sale, insurance, lease, indemnity, exchange, collection or other disposition of Collateral which may include sale, insurance, lease, indemnity, exchange, collection or other disposition of Collateral which may include sale, insurance, lease, indemnity, exchange, collection or disposition of proceeds; accounts receivables, contract rights and chattel papers, instruments, general intangibles and other obligations of any kind, whether now or hereafter existing arising out of or in connection with the foregoing inventory or services related thereto: rents, income, revenue and profits from all proceeds.		5. Assignee(s) of Secured Party and Address(es)

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

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

Filed with **city**

**Fowler, Katherine A. t/a  
 Fowler Music Service** **Owner**  
 By Katherine A. Fowler Signature(s) of Debtor(s)

**The Selmer Company And its Ludwig Division** **clerk**  
 By Vicki J. Spicker Signature(s) of Secured Party(ies)

1890  
 Filing Officer Copy - Alphabetical  
 STANDARD FORM - FORM UCC-1.

County

FINANCING STATEMENT

BOOK 533 259

274938

- 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 \$ 25,000.00. 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) Automotive & Emission Services, Inc. Address(es) 8249 Ritchie Highway  
Pasadena, Maryland 21122

RECORD FEE 11.00  
 RECORD TAX 175.00  
 POSTAGE .50  
 #207110 0777 R03 114:41  
 10/14/88

6 Secured Party First Annapolis Savings Bank, FSB Address 1832 George Avenue  
Annapolis, Maryland 21401  
 Attention: C. Booker, 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 Automotive & Emission Services, Inc.  
 By: Fred Napfel (Seal) By: Beverly A. Napfel (Seal)  
Fred Napfel, President (Seal) Beverly A. Napfel, Secretary (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.  
 2-2820 (3/85)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2749339

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Buba, James DBA Ice House Machine
Address 7407 Baltimore-Annapolis Blvd., Glen Burne, MD 21061

2. SECURED PARTY

Name LSA Leasing Corp.
Address 312 Whittington Pkwy., Louisville, KY 40222

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

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

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

This equipment is leased from the Lessor and this filing is for informational purpose.

- One (1) JW-24 Spray Washer Gas Heat
One (1) Parts Basket
One (1) Head Rack
One (1) Rod Adpts.
One (1) Flywheel Mandrels
One (1) Rod Device
One (1) V-8 Weights
One (1) V-6 Weights
One (1) Drill Press

Name and address of Assignee
Locasuez America, Inc.
10 Rockefeller Plaza
New York, NY 10020

RECORD FEE 12.00
POSTAGE .50
#207140 0777 R03 T14:43
10/14/88

CHECK [X] THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (James Buba)

James Buba DBA Ice House Machine

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (Linda Progan)

LSA Leasing Corp.

Type or Print Above Signature on Above Line

12.50

BOOK 533 PAGE 260

533 261

274910

Debtor or Assignor Form

ANNE ARUNDEL CO MARYLAND FINANCING STATEMENT

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

DEBTOR  
Chesapeake Building Supply Corp.  
815 Central Avenue  
 (Name)  
Linthicum Maryland 21090  
 (Address)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: \_\_\_\_\_  
 (Name of Loan Officer)  
P.O. Box 1596  
 (Address)  
Baltimore, MD 21203

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: \_\_\_\_\_

RECORD FEE 11.00  
 POSTAGE .50  
 #207160 C777 R03 T14:44  
 10/14/88

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.

Chesapeake Building Supply Corp.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNEE)</u>
<u>[Signature]</u> (Seal)	<u>[Signature]</u> (Seal)
<u>EDWARD C BELL</u> (Signature)	<u>KEVIN F. JOST</u> (Seal)
<u>EDWARD C BELL, TREAS. + SECTY.</u> (Print or Type Name)	<u>SALES CLERK</u> (Signature)
	<u>[Signature]</u> (Seal)
	<u>[Signature]</u> (Print or Type Name)

11/50

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) Ignacio R. Rodriguez, MD Address(es) 288 Wroxeter Drive  
Arnold, Maryland 21012

6 Secured Party Maryland National Bank Address Department Legal Documentation Review Unit  
Attention Alice Keith Post Office Box 987, Mailstop 02-28-01  
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.)

RECORD FEE 11.00  
 CLASS .50  
 #207170 0777 R03 T14:44  
 10/14/88  
 8

Description of Collateral (or Real Property). (Continued on Schedule A)  
 Debtor's partnership interest in Benchmark Acquisition Fund Limited Partnership, whether now owned or hereinafter acquired, including, but not limited to, the Borrower's rights to receive cash distributions, profits, losses and capital distributions therefrom, all general intangibles related thereto, and all proceeds therefrom including, without limitation, proceeds from the sale or other transfer of such partnership interest.

Debtor: \_\_\_\_\_  
 By: Ignacio R. Rodriguez, MD (Seal)

Secured Party: Maryland National Bank  
 By: Maxine V. Hoen (Seal)

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

Maxine V. Hoen, Assistant Vice President  
Type name and title

1150

FINANCING STATEMENT

BOOK 533 283  
274943

- 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 \$ 11,200.00 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 <sup>\$0.50</sup>

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

Homes By Charles, Inc. 30 Greenway  
Glen Burnie, Maryland 21061

RECORD FEE 11.00  
RECORD TAX 80.50  
POSTAGE .50  
#207180 0777 R03 T14:52  
10/14/88

6 Secured Party Address  
First Annapolis Savings Bank, FSB 1832 George Avenue  
Attention Carolyn Booker, Loan Processor (Type name & Title) Annapolis, Maryland 21401

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

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, 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 Homes By Charles, Inc.

BY: [Signature] (Seal) \_\_\_\_\_ (Seal)  
Charles Schurman, President (Seal) <sup>\$0.50</sup> \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.

SCHEDULE A

Equipment:

- (1) IBM PS/2 Model 50Z 1.4/30 Serial #72-7003177
- (1) IBM PS/2 Monochrome Monitor Display Serial #0413740
- (1) IBM Proprinter XL24 with Hard Drive #B1AJ0055090  
and Keyboard #2444084
- (1) 6 Foot Parallel Printer Cable
- (1) 6 Outlet Surge Suppressor

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE: 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-8800

• OPERATIONS CENTER: 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

274943

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 Meredith Contractors, Inc.  
Address 1703 River Road, Annapolis, MD 21401

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. 850 Utility Tractor  
S/N CH0850S027929

-New J.D. 80 Loader  
S/N W00080X001210

-New J.D. 261 Rear Mower  
S/N M00261X555904

RECORD FEE 12.00  
POSTAGE .50  
#207190 0777 R03 114:52  
10/14/88

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)

Meredith Cont. Inc  
(Signature of Debtor)

Meredith Contractors, Inc.  
Type or Print Above Name on Above Line  
Willard M. Sherbert Pres  
(Signature of Debtor)

Willard M. Sherbert  
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

12.50

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name William H. Eliason

Address Rt. 4, Box 546, Chestertown, MD 21620

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive

Annapolis, MD 21401

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

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#207200 C777 R03 T14:53  
10/14/88

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

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

John Deere 265 Lawn & Garden Tractor w/46" Front Blade  
S/N M00265A481384

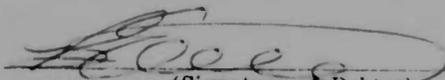
CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

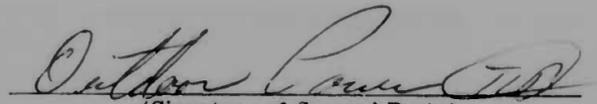
(Products of collateral are also covered)

  
(Signature of Debtor)

William H. Eliason  
Type or Print Above Name on Above Line

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

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

  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

11.50

274913

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 Meredith Contractors, Inc.  
Address 1703 River Road, Annapolis, MD 21401

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. 850 Utility Tractor  
S/N CH0850S027929
- New J.D. 80 Loader  
S/N W00080X001210
- New J.D. 261 Rear Mower  
S/N M00261X555904

RECORD FEE 12.00  
 POSTAGE .50  
 #207190 0777 R03 114:52  
 10/14/88

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)

Meredith Cont. Inc  
(Signature of Debtor)

Meredith Contractors, Inc.  
Type or Print Above Name on Above Line  
Willard M. Sherbert Pres  
(Signature of Debtor)

Willard M. Sherbert  
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

12.50

274911

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 William H. Eliason

Address Rt. 4, Box 546, Chestertown, MD 21620

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive  
Annapolis, MD 21401

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

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#207200 0777 R03 T14:53  
10/14/88

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

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

John Deere 265 Lawn & Garden Tractor w/46" Front Blade  
S/N M00265A481384

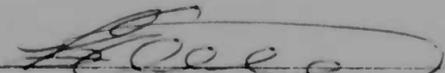
CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

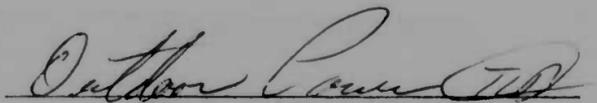
(Products of collateral are also covered)

  
(Signature of Debtor)

William H. Eliason  
Type or Print Above Name on Above Line

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

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

  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

11-50

BOOK 533 PAGE 267

274945

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 255,000.00
- 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)

See attached schedule "A"



RECORD FEE 11.00  
 RECORD TAX 1785.00  
 POSTAGE .50  
 #207240 CY77 R03 T14:58  
 10/14/88

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

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (Signature)  
Ralph Siegel, President  
 \_\_\_\_\_  
 (Print or Type Name)

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

BS-0850A-8406

15  
 1785.00  
 - 50



EM #	QTY ORD	QTY REC	DESCRIPTION	SCHEDULE "A"
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BOOK 533 PAGE 268

1 ~~1~~ EA CAT# BUS BAR MACHINE (MANUFACTURING SYSTEM) IN EXACT ACCORDANCE WITH ATTACHED QUOTATION 011-2 DATED 11/11/87 AND ADDENDUM DATED 11/17/87

2 CAT# PAYMENT TERMS:  
 5% WITH ORDER  
 10% UPON RECEIPT AND APPROVAL OF DETAILED SYSTEM AND ARRANGEMENT DRWS.  
 65% UPON RECEIPT OF EQUIPMENT  
 20% UPON SUCCESSFULL DEMONSTRATION AT POWERCON OF MACHINE OPERATION AS A SYSTEM. IF DELAYS CAUSED BY BUYER EXCEED 60 DAYS AFTER DELIVERY 20% IS PAYABLE AT THAT TIME. INVOICES ARE PAYABLE ON PERSENTATION PROVIDING ABOVE CONDITIONS ARE MET.

3 CAT# WITNESS TEST  
 WITNESS TESTS RUN PRIOR TO SHIPMENT SHALL BE PERFORMED AT THE ADC PLANT IN MENTOR, OHIO. POWERCON SHALL BE GIVEN 5 DAYS NOTICE (NOT INCLUDING SATURDAYS, SUNDAYS, OR HOLIDAYS) PRIOR TO SUCH TESTS. POWERCON SHALL FURNISH A TYPICAL JOB, ENGINEERING, MATERIAL, AND PROGRAMMING DATA. A JOINT EFFORT SHALL BE UNDERTAKEN BY ADC AND POWERCON TO COORDINATE ALL ACTIVITIES IN CONJUNCTION WITH THESE TESTS IN ADDITION TO THE MANUFACTURE OF THE SYSTEM ITSELF. SHIPMENT OF THE SYSYTEM IS NOT APPROVED UNTIL POWERCON HAS ACCEPTED A SUCCESSFULLY EXECUTED TEST AT THE MENTOR PLANT.

4 CAT# WARRANTY WORK  
 ALL WARRANTY WORK PERFORMED ON EQUIPMENT SHIPPED BY SELLER SHALL BE AT THE POWERCON FACTORY IN SEVERN, MARYLAND TO THE EXTENT PRACTICAL. HOWEVER MINOR COMPONENTS MAY BE RETURNED TO THE VENDOR FOR REPAIR OR REPLACEMENT. IT IS IMPRACTICAL TO SHIP THIS MACHINE OR ANY OF ITS SYSTEM BACK TO THE MANUFACTURER FOR REPAIRS. ALL WARRENTY REPAIRS SHOULD BE AT THE SOLE EXPENSE OF THE SELLER.

CAT# PRODUCT LIABILITY  
 WITH REGARD TO PRODUCT LIABILITY SELLER MUST ACCEPT ALL RESPONSIBILITY AS DELIVERED.  
 POWERCON WILL ASSUME NO RESPONSIBILITY FOR ANY SUCH ACTION NOR WILL IT INDEMNIFY SELLER FOR ANY COSTS THEREOF.

CAT# SHIPPED COMPLETE  
 EQUIPMENT MUST BE SHIPPED COMPLETE BEFORE PAYMENT IS AUTHORIZED. (NO SHORTAGES SHALL BE ALLOWED.)

CAT# REPLACEMENT PARTS  
 A COMPLETE REPLACEMENT PARTS LIST SHALL BE SUPPLIED TO POWERCON WITHIN 30 DAYS AFTER COMPLETE DELIVERY.

CAT# DELIVERY TIME  
 TIME IS OF THE ESSENCE AND EVERY EFFORT SHOULD BE MADE TO TRY TO MAKE DELIVERY PRIOR TO MARCH 15, 1988. IT IS REALIZED THAT THE QUOTED TIME IS LONGER AND POWERCON DOES ACCEPT THE QUOTED DELIVERY DATE OF 22 WEEKS AFTER RECEIPT OF FORMAL WRITTEN PURCHASE ORDER.

CAT# CANCELLATION AGREEMENT  
 SHOULD DELIVERY NOT BE COMPLETE IN 90 DAYS FOLLOWING THE PROMISED DELIVERY DATE IN THIS CONTRACT BUYER SHALL HAVE THE OPTION TO CANCEL THE CONTRACT AND HAVE ALL MONIES FULLY REFUNDED WITH NO PENALTY.

CAT# PRICES  
 ALL PRICES IN THIS CONTRACT ARE FIRM, THERE WILL BE NO ADDITIONAL CHARGES EXCEPT FOR MODIFICATIONS OR CHANGES REQUESTED BY THE BUYER AND FOR AMOUNTS MUTUALLY AGREED UPON PRIOR TO THE COMMENCEMENT OF WORK RELATED TO THESE CHANGES.

CAT# INFORMATION  
 ANY INFORMATION WHICH SELLER NEEDS TO PROVIDE TO BUYER IN ORDER FOR POWERCON TO DEVELOP NECESSARY SOFTWARE FOR THE SYSTEM MUST BE PROVIDED WITHIN SIXTY (60) DAYS OF THE ACCEPTANCE OF THE PURCHASE ORDER.

CAT# MODIFICATIONS  
 ACCEPTANCE OF THIS ORDER CONSTITUTE ACCEPTANCE OF ALL MODIFICATIONS IN SELLERS TERMS AND CONDITIONS MARKED REV#1 FWM 11/24/87 ATTACHED AND ACCEPTANCE OF POWERCONS CONDITION OF PURCHASE (ATTACHED).

CAT# FRIEGHT TERMS  
 F.O.B. POWERCON PLANT SEVERN, MARYLAND.  
 NOTE:  
 POWERCON IS RESPONSIBLE FOR FREIGHT CHARGES - ADC WILL SELECT CARRIER.

533 269

274916

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) Elmer Joseph Homberg 1677 Forest Drive Annapolis, Md 21403	2. Secured Party(ies) and address(es) WHITEGMC Trucks of Baltimore, Inc. 7014 E. Baltimore St Baltimore, Md 21224	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #207280 CTTT R03 T15:00 10/14/88  5. Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md 20740
4. This financing statement covers the following types (or items) of property: (1) New 1988 Ti-Brook 15' Aluminum Dump Body s/n 88-8915  DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		

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

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

1345633

Elmer Joseph Homberg  
By: Elmer Joseph Homberg Owner  
Signature(s) of Debtor(s)

WHITEGMC Trucks of Baltimore, Inc.  
By: [Signature] Contr.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 533 PAGE 270  
274947

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

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Kevin J. Green 802 Mac Sherry Road Glen Burnie, MD 21061	<b>2 Secured Party(ies) and Address(es)</b> Central GMC, Inc. 3801 Ironwood Place Landover, MD 20785	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 1.10 RECORD FEE 9.90 POSTAGE .50 #207290 0777 R03 T15:02 10/14/89  <b>5 Assignee(s) of Secured Party and Address(es)</b> Associates Commercial Corp. P.O. Box A College Park, MD 20740
<b>4 This financing statement covers the following types (or items) of property:</b> 15' R&S Steel Dump Body Model # 15009658G, Serial # 88071177 mounted on a 1988 Kenworth T800, Serial # 1NKDLA0X5JS519433  DOCUMENT NTO SUBJECT TO RECORDATION AX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		

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

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

Kevin J. Green \_\_\_\_\_ Central GMC, Inc.  
 By: *Kevin J. Green* Signature(s) of Debtor(s) By: *William E. ...* Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

BOOK 533 271

274948

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

1. Debtor(s) (Last Name First) and Address(es): <b>Universal Motor Lodges d/b/a Howard Johnson Annapolis 733 Yonkers Avenue Yonkers, NY 10704</b>		2. Secured Party(ies) Name(s) and Address(es): <b>RCA SERVICE COMPANY A Div. of RCA Corporation Rt. 38 Cherry Hill, NJ 08358</b>		3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office  <b>RECORD FEE 12.00 RECORD TAX 217.00 POSTAGE .50 #207300 0777 R03 T15:03</b>	
5. This Financing Statement covers the following types (or items) of property:  <b>All RCA/GE Television Receivers, Accessories, and All Associated Equipment and Systems, and All Substitutions, Attachments, Replacements and Accessories - Present and Future.</b> <input type="checkbox"/> Products of the Collateral are also covered. <b>80-0557 M</b>				6. Assignee(s) of Secured Party and Address(es): <b>General Electric Capital Corp. RCA Operating Center 101 E. Ridge Dr #301 Danbury, CT 06810</b>  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 Below)	
8. Describe Real Estate Here: <b>Equip location 170 Revell Hwy Annapolis MD 21401</b> Recordation tax paid to the Clerk of the Circuit Court, Anne Arundel, based on 30,521.00		9. Name of a Record Owner <b>on 30,521.00</b>		10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.	

By *[Signature]* **Universal Motor Lodges** Signature(s) of Debtor(s)

By *[Signature]* **RCA Service Company** Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
(5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

533 272  
274949

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 \$457,500.00

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

RECORD FEE 18.00  
POSTAGE .50  
#304820 0237 RC2 T18111  
10/14/89

FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:                             | Address:   |
| Belvoir Limited Partnership            | 2124 Priest Bridge Drive<br>Suite 114<br>Crofton, Maryland 21114 |
| 2. Secured Party:                      |  |
| Maryland National Mortgage Corporation | 7 East Redwood Street<br>Baltimore, Maryland 21202               |
| 3. Maturity Date of Obligation         | August 18, 1989  |
| 4. This Financing Statement Covers:    |  |

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now

18.50

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

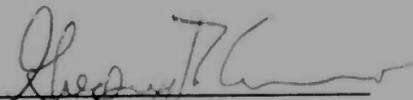
(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(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 Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Maryland National Mortgage Corporation 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:

BELVOIR LIMITED PARTNERSHIP, a Maryland  
Limited Partnership  
By: CARUSO HOMES, INC., General Partner

By:   
Gregory R. Caruso  
President

BOOK 533 274

Secured Party:

MARYLAND NATIONAL MORTGAGE CORPORATION

By: 

\_\_\_\_\_ President

Dated: August 19, 1988

---

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

REESE AND CARNEY  
10715 Charter Drive  
Columbia, MD 21044

LBR/dca

42208/8524

533 275

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 4 as shown on a Plat entitled, "Plat 3 of 3, Belvoir, Section 'A' Part 1" which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 102, folio 18.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No: 274950

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Engineering Computer Optoeconomics Inc
Address 1036 Cape St. Claire Center Annapolis Md 21401

2. SECURED PARTY

Name AT&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)

Merlin II Communications System and associated equipment

RECORD FEE 11.00
POSTAGE .50
#224010 0040 704 110103
10/17/88

CHECK THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

J. D. PORRICELLI
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SABRINA BAKER
Type or Print Above Signature on Above Line

11.50

533 276

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274951

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 304.20

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 Record Bar, Inc.

Address 3333 Chapel Hill Blvd. Durham, N.C. 27707

2. SECURED PARTY

Name Whirlpool Leasing Services, Inc.

Address 17177 North Laurel Park Drive Suite 233 Livonia, MI 48152

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

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

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

Name and address of Assignee

See Attached Schedule "A", Made A Part Hereof

Per Loan & Security Agreement #03483-70 of Sept 8, 1988

RECORDS FEE 21.00  
POSTAGE .30  
REC-030 0040 004 T10405  
10/17/88

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)

The Record Bar, Inc.

J. Blount Swain VP-Finance  
(Signature of Debtor)

J. Blount Swain  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Whirlpool Leasing Services, Inc.

John Ollivier  
(Signature of Secured Party)

John Ollivier  
Type or Print Above Signature on Above Line

FILED  
533  
277  
10/17/88

27.50



SCHEDULE A  
to the Loan and Security Agreement dated September 8, 1988

Various store furniture, fixtures, and equipment at various locations as described in the referred and attached invoices and purchase orders

Vendor	Check #	Date	Invoice #	Location	Amount
Cleora Sterling	037206	2-25-88	3594	Kingsport, TN	4,504.50
	037206	2-25-88	RB#82-1	Kingsport, TN	15,921.00
	037206	2-25-88	RB#168-1	Memphis, TN	4,090.95
	037206	2-25-88	RB#180-2	Jacksonville, FL	9,097.92
	037206	2-25-88	RB#11-2	Greensboro, NC	9,223.17
	037206	2-25-88	RB#194	Columbia, SC	4,534.10
	038125	3-10-88	RB#180-3	Jacksonville, FL	4,589.90
	038125	3-10-88	RB#170-3	Okla City, OK	4,196.00
	038125	3-10-88	RB#194-2	Columbia, SC	11,215.86
	038272	3-15-88	RB#190-1	Bradenton, FL	1,764.65
	038273	3-15-88	RB#61-1	Tampa, FL	18,913.05
	038273	3-15-88	RB#70-1	Myrtle Beach, SC	13,900.05
	038273	3-15-88	RB#102-1	Greenville, SC	16,734.00
	038808	3-24-88	RB#11-3	Greensboro, NC	4,106.40
	038808	3-24-88	RB#194-3	Columbia, SC	1,842.20
	038808	3-24-88	RB#168-2	Memphis, TN	5,220.05
	039607	4-07-88	RB#82-2	Kingsport, TN	19,679.00
	039607	4-07-88	Tracks-1	Raleigh, NC	23,865.30
	039607	4-07-88	Tracks-1	Rocky Mount, NC	23,865.30
	039607	4-07-88	Tracks-1	Fayetteville, NC	23,865.30
	039607	4-07-88	Tracks-1	Denbigh, VA	23,865.30
	039607	4-07-88	3616	Durham, NC	6,331.50
	039607	4-07-88	3615	Durham, NC	7,339.50
	040215	4-19-88	3602	Raleigh, NC	481.95
	040215	4-19-88	3622	Columbia, SC	957.00
	040215	4-19-88	3614	Durham, NC	8,820.00
	040626	4-28-88	RB#112-1	Atlanta, GA	16,633.35
	040626	4-28-88	RB#3-1	Chapel Hill, NC	12,527.10
	040626	4-28-88	RB#196-1	Little Rock, AR	17,919.00
	040626	4-28-88	RB#61-2	Tampa, FL	19,111.05
	040626	4-28-88	RB#70-2	Myrtle Beach, SC	17,112.95
	040626	4-28-88	RB#102-2	Greenville, SC	16,944.00
	040626	4-28-88	Tracks#93	Norfolk, VA	27,545.40
	041166	5-05-88	RB#70-End	Myrtle Beach, SC	58,481.00
	041825	5-19-88	RB#61-3	Tampa, FL	6,526.64
	041825	5-19-88	RB#102-3	Greenville, SC	3,522.00
	041534	5-12-88	RB#193-1	Dallas, TX	16,852.50
	043775	6-23-88	Tracks#93	Norfolk, VA	33,666.60
	042185	5-26-88	3661	Norfolk, VA	27,047.00
	042185	5-26-88	3662	Norfolk, VA	20,000.00
	042185	5-26-88	RB#200-1	Cincinnati, OH	17,937.00
	042185	5-26-88	RB#29-1	Auburn, AL	17,442.00

Vendor	Check #	Date	Invoice #	Location	Amount
Cleora Sterling	042783	6-07-88	RB#199-1	Delray Beach, FL	16,362.00
	044512	7-07-88	RB#29-2	Auburn, AL	23,243.40
	044850	7-14-88	RB#193-2	Dallas, TX	20,597.50
	044850	7-14-88	RE#196-2	Little Rock, AR	21,901.00
	045137	7-19-88	RB#3-2	Chapel Hill, NC	18,098.25
	047004	8-25-88	RB#33-1	Clearwater, FL	13,442.92
	047004	8-25-88	RB#58-1	Pensacola, FL	13,154.40
	047004	8-25-88	RB#203-1	Jacksonville, FL	12,888.32
	047004	8-25-88	RB#206-1	Nashville, NC	14,582.03
	047004	8-25-88	RB#207-1	Richmond, VA	13,938.08
	047004	8-25-88	RB#199-2	Delray Beach, FL	19,731.00
	047004	8-25-88	Tracks-2	Rocky Mount, NC	16,180.97
	047237	8-30-88	Tracks-2	Denbigh, VA	18,657.90
	047237	8-30-88	RB#205-1	Houston, TX	15,154.70
	047237	8-30-88	RB#65-2	Charlotte, NC	14,392.49
	047237	8-30-88	RB#5-1	Raleigh, NC	6,617.30
	047237	8-30-88	RB#4-1	Raleigh, NC	28,811.16
	047237	8-30-88	RB#202-1	Jacksonville, FL	32,128.81
	047237	8-30-88	RB#201-1	Columbia, SC	29,131.20

Various electronic fixtures and equipment at various locations described in the referred and attached invoices and purchase orders

Vendor	Check #	Date	Invoice	PO #	Location	Amount
Stereo Sound	037219	2-25-88	54467	64992	Athens, GA	317.10
	037219	2-25-88	54253	64981	Lynchburg, VA	150.15
	037840	3-08-88	54638	64996	Florence, SC	304.20
	037840	3-08-88	54714	64974	College Sta, TX	1,591.32
	037840	3-08-88	54711	64973	Durham, NC	1,116.60
	037840	3-08-88	54712	64305	Durham, NC	1,020.00
	037840	3-08-88	54639	64735	Killeen, TX	150.15
	037840	3-08-88	54713	63477	Chesapeake, VA	304.20
	038654	3-22-88	53984	65781	Greensboro, NC	5,215.95
	038654	3-22-88	53977	65781	Okla City, OK	1,546.20
	038654	3-22-88	53982	65781	Myrtle Beach, SC	5,215.95
	038654	3-22-88	55916	65781	Myrtle Beach, SC	1,546.20
	038654	3-22-88	54285	65781	Memphis, TN	2,282.10
	039464	4-05-88	55604	63442	Boynton Beach, FL	505.35
	039464	4-05-88	55704	64373	Tampa, FL	1,958.00
	039464	4-05-88	55759	64380	Glen Burnie, MD	504.00
	039464	4-05-88	55410	63414	Wyomissing, PA	780.45
	039464	4-05-88	55540	64363	Memphis, TN	651.30
	039464	4-05-88	55062	64327	Durham, NC	304.20

Vendor	Check #	Date	Invoice	PO #	Location	Amount
Stereo Sound	039464	4-05-88	55302	64348	Macon,GA	181.80
	039464	4-05-88	55301	64349	Charlotte,NC	291.20
	039464	4-05-88	55101	64343	Baltimore,MD	304.20
	039464	4-05-88	55064	64329	Glen Burnie,MD	304.20
	039464	4-05-88	55063	60298	Durham,NC	192.15
	039464	4-05-88	55541	63436	Columbus,GA	1,790.00
	039464	4-05-88	54870	64319	New Bern,NC	422.10
	039618	4-07-88	55786	64382	Baytown,TX	463.35
	039752	4-12-88	55378	64253	Durham,NC	2,501.40
	039752	4-12-88	55061	64240	Columbia,SC	331.80
	039752	4-12-88	54923	64240	Durham,NC	235.20
	039752	4-12-88	55892	64240	Memphis,TN	686.45
	039752	4-12-88	53979	65781	Columbia,SC	11,537.40
	040375	4-21-88	55849	64378	Corpus C,TX	1,626.20
	040375	4-21-88	55850	64377	Dothan,AL	1,402.05
	041006	5-03-88	55972	63814	Pottstown,PA	184.80
	041174	5-05-88	56335	63853	Portsmouth,VA	291.20
	041174	5-05-88	56331	63852	Carbondale,IL	291.20
	041283	5-10-88	56310	64018	Boynton Beach,FL	1,272.90
	041283	5-10-88	56138	63820	Chattanooga,TN	672.00
	041696	5-17-88	56221	71344	Denbigh,VA	5,678.15
	041696	5-17-88	56223	71344	Rocky Mount,NC	5,678.15
	041696	5-17-88	56225	71344	Raleigh,NC	5,678.15
	041696	5-17-88	56227	71344	Fayetteville,NC	5,678.15
	041696	5-17-88	56234	71344	Atlanta,GA	3,958.25
	041696	5-17-88	56233	71344	Auburn,AL	1,395.45
	041696	5-17-88	56232	71344	Chapel Hill,NC	1,828.85
	041696	5-17-88	56228	71344	Little Rock,AR	3,224.30
	041696	5-17-88	56229	71344	Greenville,SC	3,224.30
	041696	5-17-88	56230	71344	Dallas,TX	3,224.30
	041696	5-17-88	56231	71344	Delray Beach,FL	3,224.30
	041696	5-17-88	57241	71344	Durham,NC	535.50
	042264	5-28-88	57241	53023	Chapel Hill,NC	535.50
	042306	5-31-88	57104	63850	Huntsville,AL	303.80
	042306	5-31-88	57094	10408	Portsmouth,VA	184.80
	042306	5-31-88	57095	10410	Durham,NC	247.80
	042306	5-31-88	56610	63857	Columbia,SC	498.00
	042306	5-31-88	56653	63855	Norman,OK	975.80
	042306	5-31-88	57035	10404	Durham,NC	471.50
	042790	6-07-88	57322	10426	Macon,GA	1,624.65
	042790	6-07-88	57383	10820	Auburn,AL	184.20
	042790	6-07-88	57384	10820	Gainesville,FL	303.50
	042991	6-09-88	56628	71350	Norfolk,VA	6,704.00
	044031	6-30-88	57861	10441	Miami,FL	303.80
	044031	6-30-88	57928	10863	Greenville,NC	303.80
	044031	6-30-88	57862	10440	Killeen,TX	1,655.10
	044031	6-30-88	57788	10851	Charlotte,NC	197.40

Vendor	Check #	Date	Invoice	PO #	Location	Amount
Stereo Sound	044031	6-30-88	57929	10863	Media, PA	303.80
	045468	7-26-88	58715	12074	Miami, FL	426.60
	045468	7-26-88	58714	12074	Naples, FL	281.70
	045468	7-26-88	58713	10447	Lexington, KY	303.80
	045468	7-26-88	58185	12134	Wilmington, NC	303.80
	045468	7-26-88	58236	12143	Charlotte, NC	501.20
	046346	8-09-88	59037	10467	Myrtle Beach, SC	281.70
	046346	8-09-88	59036	10477	Florence, SC	205.80

Whirlpool Leasing Services, Inc. \_\_\_\_\_

The Record Bar, Inc. \_\_\_\_\_

Cost 10.50

533 282

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. 273125 recorded in Liber 527 Folio 468 on 6/3/88 at Anne Arundel County Court House

1. DEBTOR(S): Pleasure Marina Management  
 ADDRESS(ES): 15525 Frederick Road, Rockville, MD 20852

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Angela Hsu  
 ADDRESS: MAILSTOP: 500276; Post Office Box 987, Baltimore, Maryland 21203

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

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

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
 POSTAGE .50  
 R224110 C-48 R04 T10-17  
 10/17/88

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

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

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

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

SECURED PARTY: Maryland National Bank

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

Norman Hecht, Jr., Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4/86

10.00  
- .50

BOOK 533 283

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)

Dr. Eric Horne  
4143 Mountain Road  
Pasadena, MD 21122

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

Scientific Leasing Inc.  
292 Colt Highway  
Farmington, CT 06302

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#224170 1040 804 T10:23  
10/17/88

4. This statement refers to original Financing Statement bearing File No. 269802  
Filed with Anne Arundel County, MD Date Filed 9/21/87 19

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

10. Assigned to: First Union National Bank  
First Union Plaza, Corp-6  
Charlotte, NC 28288

L/N 41027-01

No. of additional Sheets presented:

SCIENTIFIC LEASING INC.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: Bonnie L. Trean  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) North Arundel Hospital 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Scientific Leasing, Inc 292 Colt Highway Farmington, CT 06032	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #224180 0040 R04 T10:24 10/17/88 Clerk of Circuit

7. This statement refers to original Financing Statement No. 249423 filed (date) 10-19-83 with Court Anne Arundel

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

ASSIGNED TO: FIRST UNION NATIONAL BANK  
FIRST UNION PLAZA, CORP-6  
CHARLOTTE, NC 28288

L/N 7270-03

..... SCIENTIFIC LEASING, INC. ....  
 By  Signature(s) of Secured Party(ies)  
 Signature(s) of Debtor(s) (only on amendment)

533 285  
274952

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) ABIERA MICHAEL A. ABIERA LUNELISA S. 48 S. BRUCE STREET LAUREL MD 20707		2. Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	
5 This Financing Statement covers the following types (or items) of property 1986 DE ROSE -0- 24 X 44 SERIAL # D12-26483 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 <input type="checkbox"/> Products of the Collateral are also covered.		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input checked="" 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)	
8 Describe Real Estate Here 1200		<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 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 <u>Michael A. Abiera</u> Signature(s) of Debtor(s)		By <u>Professional MH Brokers</u> 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

13.50

TO BE  
 NOT TO BE } RECORDED IN LAND RECORDS

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

88045 AA

FINANCING STATEMENT

BOOK 533 - 286

271953

1. Debtor (s):

<sup>1</sup> Bartch Enterprises T/A Gourmet Pizza  
Name or Names—Print or Type  
8531 Fort Smallwood Road, Pasadena, Maryland 21224  
Address—Street No., City - County State Zip Code

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

2. Secured Party:

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

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

*See Attached*

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

RECORD FEE 12.00  
POSTAGE .50  
#524410 0046 R04 T11-133  
10/17/80

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR (S):

SECURED PARTY:

*Cynthia Bartch*  
(Signature of Debtor)

Cynthia Bartch, Pres.  
Type or Print

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

\_\_\_\_\_  
Type or Print

Harbor Leasing Associates  
(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

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

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

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

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

12.00  
25

HARBOR LEASING ASSOC.  
 701 CATHEDRAL  
 BALTO. Md. 21201

GOURMET PIZZA: EQUIPMENT LIST  
 8531 Ft. Smallwood Rd  
 PASADENA Md.

- 1- 7' updraft Exhaust system Invoice #71775
- 1- FLASH Hood System Invoice #71775
- 1- 27" Salad top Rotrig Invoice #71774  
 Delfield 401 Serial # 177983
- 1- 250# Flake Ice Machine + Bin Invoice #71774  
 Ice-O-Matic SERIAL # F250A32P
- 1- 48" Griddle Invoice #71773  
 Vol-HART MEG 4 Serial # 8143
- 1- DBL. Pot FRYER Invoice #71773  
 Wells F67 Serial # 1247
- 1- DBL. Hot Plate Invoice 71773  
 Wells H-70 Serial # 8477

11-50  
 TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 88046  
AA

FINANCING STATEMENT

BOOK 533 PAGE 288

1. Debtor (s):

C & J Distributors  
Name or Names—Print or Type  
7554 Ritchie Highway, Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

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

2. Secured Party:

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

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

Savin 7015Z Copier

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
[Signature]  
(Signature of Debtor)

R. Dave Jaques  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:  
Harbor Leasing Associates H  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

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

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

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

RECORD FEE 11.00  
POSTAGE .50  
REC'D 10/13/88  
10/13/88  
A

A.A.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

10-50

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXXX Book 522

XXXXX Page 124

Identification No. 271282

Dated 1/12/88

1. Debtor(s) { George's Restuarant, Inc.  
 Name or Names—Print or Type  
 8499 Ft. Smallwood Rd., Pasadena MD 21113  
 Address—Street No., City - County State Zip Code

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

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

4. Check Applicable Statement:

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

RECORD FEE 10.00  
 POSTAGE .30  
 BZM30 0040 004 111434  
 10/17/88  
 B

Dated: 10/3/88

HARBOR LEASING ASSOCIATES  
 Name of Secured Party  
  
 Signature of Secured Party  
 MARK M. CAPLAN, PARTNER  
 Type or Print (Include Title if Company)

10.50

86-634  
A. A. Co.

533 290

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

~~XXXXX~~ Book 506

XXXXXX Page 116  
FOY18

Identification No. 265137

Dated 12/15/86

1. Debtor(s) { Jerrold Associates/Severna Pizza  
Name or Names—Print or Type  
551 Balt.,—Annapolis Blvd., Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

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

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

4. Check Applicable Statement:

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

RECORD FEE 10.00  
POSTAGE .50  
#22448 6648 R04 T11134  
10/17/88

Dated: 10/3/88

HARBOR LEASING ASSOCIATES  
Name of Secured Party  
  
Signature of Secured Party  
MARK M. CAPLAN, PARTNER  
Type or Print (Include Title if Company)

274965

533-294

TO BE

NOT TO BE

RECORDED IN  
Chattel Records

ANNE ARUNDEL  
COUNTY

SUBJECT TO

NOT SUBJECT TO

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, 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 \*  
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

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

See the attached Exhibits A & B.

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

707 Mayo Road, Glen Burnie, Maryland 21061

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XX are \_\_\_\_\_ are not covered.

RECORD FEE 17.00

POSTAGE .50

7. Products of collateral XX are \_\_\_\_\_ are not covered.

#207930 C777 R03 T14:19

10/17/88

DEBTOR(s): BELLO MACHRE, INC.  
(Borrower)

[Signature]  
(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 of the  
State of Maryland  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

Hsuing Rehab Officer  
Type or Print (include title if Company)

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

Name and Address Community Development Administration, 45  
Calvert Street, Annapolis, Maryland 21401

\* Department of Housing and Community Development of the State of Maryland.

17.50

SCHEDULE "A"

BEING KNOWN AND DESIGNATED as Lot No. 7, Block R, as shown on the Plat of Glen Burnie Park Section No. 5, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28, folio 29. The improvements thereon being known as No. 707 Mayo Road.

## EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

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

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

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274966

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 10-5-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American LEGION Post 175
Address 3 Manhattan Beach Rd., Severns Park, Md. 21146

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

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

3. Maturity date of obligation (if any)

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

One(1) 1612 Slicer

RECORD FEE 11.00
HOBART 1040 804 114731
10/17/88

Handwritten mark

CONDITIONAL SALES CONTRACT

Anapolis # 133795

CHECK [X] THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor)

American Legion Post 175
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Handwritten signature of Julia E. Rosater

Type or Print Above Signature on Above Line

Rxemp from Recordation Tax

11.00

274967

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):  
Reliable Contracting Co.  
1 Church View Road  
Millersville, MD 21108

2. Secured Party(ies) Address(es) And Name(s):  
S.M. Christhilf & Son, Inc.  
112 W. Timonium Road  
Timonium, MD 21093

4. For Filing Officer, Date, Time, File No., Filing Office: **RECORDED 2040 2040110905**

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

1 Bonag BW 142 Roller 500121

"to publicize a conditional sale and not subject to recordation tax"

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.  
Filed with:  Sec. of State MD

Filing Office of Anne Arundel 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: Reliable Contracting Co.  
John T. Baldwin - General Manager

S. M. Christhilf & Son, Inc.  
Bryson G. Christhilf, Jr., President

By John T. Baldwin  
Debtor(s) [or Assignor(2)]

By Bryson G. Christhilf, Jr.  
Secured Party(ies) [or Assignee(s)]

11-50

(1) Filing Officer Copy - Numerical

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

STATE OF MARYLAND

533<sup>y</sup> 297

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250614

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 1-23-84 \_\_\_\_\_ (DATE)

1. DEBTOR

Name J.P. Fuller, Inc.

Address 1812 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Gravely International, Inc.

Address One Gravely Lane  
Clemmons, NC 27012

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
#225130 0040 NO4 110125  
10/18/88

*(Handwritten mark)*

10.00  
50

Dated 9-21-88

Gravely International, Inc.  
Gale Fields  
(Signature of Secured Party)

Gale Fields, Agent  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274968

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 Oct 6, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven Brown & Carol Frederick

Address 232 Ella Welch Way Lothian, Md. 20711

2. SECURED PARTY

Name Terry L Black & Rita A Black

Address 232 Ella Welch Way Lothian, Md. 20711

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

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

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

Used 1977 Carolian Mobilehome Color White  
12X60 Serial # 8932

Anne Arundel County

Name and address of Assignee  
First Manufactured Housing Credit Corp  
PO Box 190  
Glen Burnie, Md. 21061

\*This Transaction is not subject to Recordation Tax.

See Attached (Schedule A)

CHECK  THE LINES WHICH APPLY

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

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

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

Steven Brown by Jean Puller FMHCC poa  
(Signature of Debtor)

Steven Brown  
Type or Print Above Name on Above Line

Carol A Frederick by Jean Puller  
(Signature of Debtor)

Carol A Frederick  
Type or Print Above Signature on Above Line

Jean Puller  
(Signature of Secured Party)

Jean Puller FMHCC  
Type or Print Above Signature on Above Line

5332 208

14.00  
50

REC-000 2040 R04 T10-35

10/10/88

*[Handwritten mark]*

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

16-5213

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

5337 299

KNOW ALL MEN THESE PRESENTS:

That I/we Steven Brown & Carol A. Frederick

of 232 Ella Welch Way

City of Lothian, County of Anne Arundel

State of Maryland do hereby make, constitute and appoint Jean Puller of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

<u>Carolina</u>	<u>1977</u>	<u>8932</u>	<u>12 x 60</u>
(Make)	(Model)	(Serial)	(Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Steven Brown (Buyer) \_\_\_\_\_ (Buyer)

Carol Frederick (Buyer) \_\_\_\_\_ (Buyer)

Sworn to and subscribed before me this 2ND day of SEPTEMBER, 19 86

\_\_\_\_\_  
(Notary Public) Jean Puller  
My Commission Expires 7-1-90

\_\_\_\_\_  
(Unofficial Witness)

SCHEDULE A

FORM 533- 300

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

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274969

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 #6554

Name William R. Powell T/A Annapolis Scuba Center
Address 40 Hudson Street #107, Annapolis, Maryland 21410

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, #207, 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)

One (1) New Bauer 230 volt Compressor Model V14, S/N 12564.

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
#25230 0040 R04 T10+37
10/10/00

EQUIPMENT IS LEASED FILING FOR NOTIFICATION ONLY.

CHECK THE LINES WHICH APPLY

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

Signature of Debtor

William R Powell - owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Ellen Collins Corp Secty
Type or Print Above Signature on Above Line

12.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274970

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 #6557

Name First Annapolis Savings Bank, FSB

Address 1832 George Ave., Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., #207

Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

- One (1) Konica 7090S, s/n 8454201766
One (1) 20Bin Sorter, s/n 01740
One (1) PFU, s/n #067702074
One (1) Sorter Stand

Name and address of Assignee

EQUIPMENT IS LEASED. FILED FOR NOTIFICATION PURPOSES ONLY. NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

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

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

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

RECORD FEE 11.00
POSTAGE .50
#025260 0040 R04 T10-37
10/10/88

First Annapolis Savings Bank, FSB

(Signature of Debtor)

(Alvin Eisenrauch)

Type or Print Above Name on Above Line

Sr. Vice Pres.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274971

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. \$ 1589.67

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

This financing statement Dated 12-12-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATRICK M BARNES

Address 7471-B FURNACE BRANCH RD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO

Address PO BOX 997 GLEN BURNIE, MD 21061

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

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

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY FIREARMS(RUGER 30/30), TELEVISION(RCA COLOR 25"), RADIAL SAW.

CHECK  THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

REGISTERED TO 0040 R04 T10138

10/18/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Patrick Michael Barnes*  
(Signature of Debtor)

PATRICK BARNES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Monica D Zenittini*  
(Signature of Secured Party)

MONICA D ZENITTINI CSR  
Type or Print Above Signature on Above Line

11.00  
14.00  
1.50  
25.50

533 303

FINANCING

533- 304

274972

FINANCING STATEMENT

1. Name of Debtor: SOUTH COUNTY RESIDENTIAL  
PROJECTS, INC.,  
Address 251 West Street  
Annapolis, Maryland 21404
2. Name of Secured Party: COMMUNITY DEVELOPMENT  
ADMINISTRATION, an Agency in the  
Address: Division of Housing Finance of  
the Department of Housing and  
Community Development of the  
State of Maryland  
45 Calvert Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the interest of Debtor in the following types (or items) of property described in a certain Purchase Money Deed of Trust, Security Agreement and Assignment of Rents dated October 17, 1988 from Debtor to M. Margaret McFarland and Judith W. Price, Trustees (the "Deed of Trust") for the benefit of Secured Party:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the land described in Exhibit A hereto (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 Debtor in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Debtor and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment,

RECORD FEE 13.00  
POSTAGE .50  
HT52750 0345 R01 11/17/88  
10/18/88

13

pipng, 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 Debtor to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

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

(f) all amounts payable to or recoverable by the Debtor under the terms of any contract for the construction of the rental housing production designated CDA Project No. 28.02.0001, or any surety bond or guaranty issued on account of construction;

(g) 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;

(h) all reserves created pursuant to the terms of the Deed of Trust or pursuant to a certain Regulatory Agreement of even date herewith between Debtor and Secured Party (the "Regulatory Agreement") recorded or intended to be recorded after the Deed of Trust including, but not limited to, cash escrows and reserves and letters of credit;

(i) all proceeds of casualty insurance on the Project or any part thereof;

(j) any real estate tax rebates or refunds which it is determined the Debtor is entitled to receive; and

(k) any amounts in the Project accounts or funds described in the Deed of Trust.

4. This Financing Statement is not subject to recordation tax.

Debtor:

SOUTH COUNTY RESIDENTIAL  
Projects, Inc

By: *[Signature]*  
Name: RANDOLPH CHERRY  
Title: PRESIDENT

Secured Party:

COMMUNITY DEVELOPMENT  
ADMINISTRATION

By: *[Signature]*  
Name: Leon E. Boyd  
Title: Housing Development Officer

Mr. Clerk: Please return to Kutak Rock & Campbell  
1101 Connecticut Avenue, N.W.  
Suite 1000  
Washington, D.C. 20036  
ATTN: Barry H. Caldwell, Esq.

PLEASE RECORD AS FOLLOWS:

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

Professional Land Title, Inc.  
413 Cram Highway  
Glen Burnie, Maryland 21061  
(301) 760 6789

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. 274973

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 SEE BELOW

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

This financing statement Dated September 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR S

Name Consumer Mall Advertising International, Inc.  
~~Omni Media, Inc.~~ Mall Network, Inc.

Address (See attached Exhibit A)

2. SECURED PARTY

Name Heller Financial, Inc.

Address 200 North LaSalle Street, Chicago, Illinois 60601

Laurence J. DeVries, Greenberger, Krauss & Jacobs, 180 N. LaSalle Street, Chicago, IL 60601

Person And Address To Whom Statement Is To Be Returned 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 Exhibit B

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 18.00  
POSTAGE .50  
#208720 0777 R03 T11:23  
10/18/88

By: SEE ATTACHED FOR SIGNATURES  
(Signature of Debtor)

CONSUMER MALL ADVERTISING INTERNATIONAL, INC.  
Type or Print Above Name on Above Line

By: \_\_\_\_\_  
(Signature of Debtor)

OMNI MEDIA, INC.  
Type or Print Above Signature on Above Line

By: *Charles Gross* SVP  
(Signature of Secured Party)

CHARLES GROSS  
HELLER FINANCIAL, INC.  
Type or Print Above Signature on Above Line

5332 307

EXHIBIT A

CONSUMER MALL ADVERTISING  
LISTING OF MALL ADDRESSES AND COUNTIES

MARYLAND

<u>Mall</u>	<u>Address</u>	<u>County</u>
Annapolis Mall	Md. Rts. 450 & 178 Annapolis, MD 21401	Anne Arundel, MD
Hunt Valley Mall	Shawan Rd bet I-83 & York Rd Cockeysville, MD 21031	Baltimore, MD
Montgomery Mall	Democracy Blvd & I-270 Bethesda, MD 20817	Montgomery, MD

MAILING ADDRESS:

22 Racing Wind  
Irvine, California 92714

EXHIBIT B

Description of Collateral

1. All of the equipment, fixtures and inventory, whether now or hereafter owned by Debtor, and all additions and accessions thereto, including, but not limited to, all structures used for the purpose of displaying advertisements in shopping centers ("Mall Advertising Property") and equipment and fixtures of any and every kind and description comprising, belonging to or used in connection with the operation of Debtor's business of erecting and leasing Mall Advertising Property (the "Business");
2. All of the accounts, contract rights, including without limitation, rights as lessor or lessee under any lease, chattel paper, instruments, documents, and general intangibles, whether now owned or hereafter acquired by the Debtor, and all additions and accessions thereto, including, but not limited to, all franchises, permits, and licenses issued under Federal, state or local laws (to the extent permitted by applicable law) which permit or pertain to the operation of the Business and all income tax refunds, copyrights, patent rights, trademarks, trade names, trade styles, goodwill and advertising contracts;
3. All proceeds (including proceeds of insurance, eminent domain and other governmental takings and tort claims) and products of the property described in Paragraphs 1 and 2 above; and
4. All of the books and records pertaining to the property described in Paragraphs 1, 2 and 3 above.

EXHIBIT C  
SIGNATURE PAGE

CONSUMER MALL ADVERTISING  
INTERNATIONAL, INC.

DANA HOGAN  
By: Dana Hogan  
Title: CEO

MALL NETWORK, INC.  
DANA HOGAN

By: Dana Hogan  
Title: CEO

30-6922  
Chattel

274974

533 311

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

Subject To Recording Tax On  
Principal Amount Of  
\$1,200,000.00 Which Was Paid  
To The Clerk Of The Circuit  
Court Of Anne Arundel County  
Upon The Filing Of A Deed Of  
Trust.

RECORD FEE 22.00  
POSTAGE .50  
#307170 C23T R02 T12:21  
10/18/88

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

1. DEBTOR: BAY MEADOW LIMITED PARTNERSHIP  
10 Church Lane  
Baltimore, Maryland 21208
  
2. SECURED PARTY: THE BANK OF BALTIMORE  
One East Baltimore Street  
Baltimore, Maryland 21201  
  
Attention: Larry S. Lindenmeyer  
Vice President
  
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in all of the Debtor's right, title, and interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators,

stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

BAY MEADOW LIMITED PARTNERSHIP,  
A Maryland Limited Partnership

By: Chesapeake Bay Capital  
Corporation,  
A Maryland Corporation,  
General Partner

By: Ivan Stern (SEAL)  
Ivan Stern,  
President

Date: October 3, 1988

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

~~David R. Naka~~  
~~Gebhardt & Smith~~  
~~Ninth Floor~~  
~~The World Trade Center~~  
~~Baltimore, Maryland 21202~~  
~~File No.: (DRN) 7702~~

AMERICAN TITLE GUARANTEE  
Corporation  
36 South Charles Street  
2301 Charles Center  
Baltimore, MD 21201

Exhibit A

533 315

Description of Property

BEING KNOWN AND DESIGNATED as Lot 10 as laid out and shown on a Plat entitled "Lot 10 Baymeadow, Resubdivision of Plat 2, Section 2, Book 55, Page 46" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 72, Folio 2. The improvements thereon being known as No. 6740 Baymeadow Drive.

BC-6922 ②

TPD/09-16-88  
1868u

274975

533 316

To be recorded  
among Land Records of  
Anne Arundel County  
in Financing Statement  
Records of Anne Arundel County  
with State Department of  
Assessments and Taxation

Not subject to recordation  
tax:  
Principal amount is  
\$600,000

The appropriate amount of documentary stamps are affixed to  
a deed of trust and security agreement recorded or to be  
recorded among the Land Records of Anne Arundel County,  
Maryland, and given as security for the same loan.

RECORD FEE 18.00  
POSTAGE .50  
#307150 C237 R02 T12:21  
10/18/88

FINANCING STATEMENT

- 1. Debtor: Address of Debtor:  
BAY MEADOW LIMITED PART- 10 Church Lane  
NERSHIP, a limited part- Baltimore, Maryland 21208  
nership organized and ex-  
isting under the law of  
Maryland,
- 2. Secured Party: Address of Secured Party:  
CHESAPEAKE BAY PARTNERS 10 Church Lane  
LIMITED PARTNERSHIP, a Baltimore, Maryland 21208  
limited partnership, orga-  
nized and existing under  
the law of Maryland,

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

3.1. All equipment, machinery, apparatus, fit-  
tings, building materials and other articles of personal  
property of every kind and nature whatsoever, now or here-  
after located in or upon any interest or estate in any or  
all of the land which is hereinafter described and used or  
usable in connection with any present or future operation  
of such land and now owned or hereafter acquired by the  
Debtor, including, by way of example rather than of  
limitation, all heating, lighting, laundry, clothes  
washing, clothes drying, incinerating and power equipment,  
engines, pipes, tanks, motors, conduits, switchboards,  
plumbing, lifting, cleaning, fire prevention, fire-ex-  
tinguishing, refrigerating, ventilating, and communica-  
tions apparatus, television sets, radio systems, recording  
systems, air-cooling and air-conditioning apparatus, ele-  
vators, escalators, shades, awnings, draperies, curtains,

1853

TPD/09-16-88  
1868u

fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a second 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 the Secured Party.

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

6. The said land consists of all of that land located in Anne Arundel County, Maryland, which is more particularly described in the said deed of trust and security agreement, and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$600,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codi-

5332 318

TPD/09-16-88  
1868u

fied in the Commercial Law Article of the Annotated Code of Maryland (1983 edition, as amended).

Debtor:

Secured Party:

BAY MEADOW LIMITED PARTNERSHIP,  
a limited partnership organized  
and existing under the law of  
Maryland,

CHESAPEAKE BAY PARTNERS LIMITED  
PARTNERSHIP, a limited partner-  
ship organized and existing  
under the law of Maryland,

By: Chesapeake Bay Capital  
Corporation, General Partner

By: Chesapeake Bay Capital  
Corporation, General Partner

by Ivan Stern (SEAL)  
Ivan Stern, President

by Ivan Stern (SEAL)  
Ivan Stern, President

Date: October 3, 1988

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

AMERICAN TITLE GUARANTEE  
Corporation  
36 South Charles Street  
2301 Charles Center  
Baltimore, MD 21201

TPD/09-16-88  
1868u

BOOK 5334 PAGE 319

FINANCING STATEMENT

by

BAY MEADOW LIMITED PARTNERSHIP, Debtor

and

CHESAPEAKE BAY PARTNERS LIMITED PARTNERSHIP,  
Secured Party

EXHIBIT A

Description of land

ALL OF THAT REAL PROPERTY, situate and lying in  
Anne Arundel County, Maryland, which is described as  
follows:

BEING KNOWN AND DESIGNATED as Lot  
10 as laid out and shown on a Plat  
entitled "Lot 10 Baymeadow Resubdivision  
of Plat 2, Section 2, Book 55, Page 46"  
which Plat is recorded among the Plat  
Records of Anne Arundel County in Plat  
Book 72, folio 2. The improvements  
being known as No. 6740 Baymeadow Drive.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT 274976

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Mastercraft Interiors, Inc.	2. Debtor(s) Complete Address(es) 6800 Distribution Drive Beltsville, MD 20705	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th Street NW Washington, DC 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  First security interest in inventory and accounts receivable and fixed assets now owned or hereafter acquired, and all proceeds therefrom; assignment of leases.		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered.		No. of additional sheets presented. ( )
Filed with Circuit Court Clerk of Anne Arundel County in State of Maryland County; Other		
9. Transaction is ( ), is not ( ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement is to be returned after recordation to: Attn: Linda Nicol, Corporate Banking DC 1-4-6 First American Bank, N.A. 740 15th Street, NW Washington, DC 20005		
Signature(s) of Debtor(s) Mastercraft Interiors, Inc. <i>D Gomez</i>	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <i>Linda A. Nicol</i> Linda Nicol, Assistant Cashier	
By: Douglas G. Gomez, President		
By: Danny L. Gomez, Executive Vice President		

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED 10/18/00  
10/18/00

11.50

533-321

274377

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 TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 10/4/88, Schedule # 01, dated 9/22/88 between Assignor as Lessor and LEASE ACCOUNT # 908802 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 10/4/88 between Assignor and 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)

RECORD FEE 11.00  
POSTAGE .50  
#25530 0040 004 11/12/88  
10/18/88

(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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1474

STATE OF MARYLAND

533 322

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271904

RECORDED IN LIBER 523 FOLIO 566 ON 3/4/88 (DATE)

1. DEBTOR

Name The Pasadena Investment Corporation, d/b/a Chesterfield Plaza Super Thrift  
Address New Tickneck and Mountain Roads, Pasadena, MD 21122

2. SECURED PARTY

Name P.A. & S. Small Company  
Address 1100 North Sherman Street, P.O. Box 589  
York, PA 17405  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>A. The property is all collateral described in financing statement bearing file number shown above. B. Morgan Bank (Delaware) 902 Market Street, Wilmington, DE 19801</p>	

55C

RECORD FEE 10.00  
POSTAGE .50  
#225800 C040 D04 T11141  
TW 10/18/88

RETURN TO:

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

P.A. & S. SMALL COMPANY

*[Signature]*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

533 323

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)  
**Goldstein, Jeffrey Paul**  
884 Coachway  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
**IR Intergen Credit Corp.**  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

3. Maturity date (if any):

For Filing Office (Date, Time and Filing Office)

RECORD FEE .50

POSTAGE #205590 0040 1004 111142

10/18/88

273466

4. This statement refers to original Financing Statement bearing File No. Book 528 Page 568

Filed with Anne Arundel Co Cir Ct Clk Date Filed June 28, 1988

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

10. All collateral described in UCC-1 assigned to: **Marine Midland Bank, N.A., Agent**  
140 Broadway  
New York, NY 10005

No. of additional Sheets presented:

IR Intergen Credit Corp.

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

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

**Agent**

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1053

5337 324

274978

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) LEVASSEUR CHARLES V. ARUNDEL MOBILE VILLAGE ODENTON MD 21113		2 Secured Party(ies) Name(s) and Address(es) KONA MH BROKERS & ASSOC., INC. P.O. BOX 540 HANOVER, MD 21076		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1984 SCHULT IMPERIAL 14 X 60 SERIAL # 84322 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		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer Use: No. Filing Office 8225480 0040 R04 T11156 10/18/88	
8 Describe Real Estate Here: No. & Street Town or City County Section Block Lot		9 Name of a Record Owner		<input type="checkbox"/> The described crops are growing or to be grown on * <input checked="" 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)	
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		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		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 Charles V. Levasseur Signature(s) of Debtor(s) By KONA MH BROKERS & ASSOC., INC. Signature(s) of Secured Party(ies)  
 (3/83) (1) FILING OFFICER COPY—NUMERICAL (Required only if Item 10 is checked)  
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

533% 325

FINANCING STATEMENT

274979

Not Subject to Recordation Tax

Name of Debtor  
Elizabeth A. Keville Thompson  
Larry Calliccoat

Mailing Address  
65 Patuxent Mobile Park  
Lothian, Maryland 20711

A-A Co

SECURED PARTY (Dealer)

Professional Mobile Home Brokers, Inc.  
10401 Lanham-Severn Road  
Lanham, Maryland 20711

RECORD FEE 12.00  
RECEIVED 10/18/09

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

1. This financing statement covers the following types (or items) of property (the collateral).  
1965 Windsor/Zimmer 12x60 Blue & Silver in color.  
Serial #60121946
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

Elizabeth A. Keville Thompson  
Larry Calliccoat

BY: Juanita Hamilton

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and \_\_\_\_\_ which has been assigned to The Bank of Baltimore.

12.00



533- 326

27-1980

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Steven S. Welch  
Deborah E. Welch

Mailing Address

4746 J Flanders lane  
Harwood, Maryland 20776

AA Co

SECURED PARTY (Dealer)

Professional Mobile Home Brokers, Inc.  
10401 Lanham-Severn Road  
Lanham, Maryland 20706

RECORD FEE 12.00  
225840 2040 R04 F12141  
10/10/88

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

*[Handwritten mark]*

1. This financing statement covers the following types (or items) of property (the collateral).  
1973 Olympic/Zimmer 12x65 White & Brown in color.  
Serial #13485
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

*Deborah E. Welch*  
\_\_\_\_\_  
DEBORAH E. WELCH

*Steven S. Welch*  
\_\_\_\_\_  
STEVEN S. WELCH

\_\_\_\_\_

\_\_\_\_\_

BY: *Juanita Hamilton*  
\_\_\_\_\_

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and \_\_\_\_\_ which has been assigned to The Bank of Baltimore.

*17.00*

274981

533 327

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): L & H Enterprises, Inc.  
Address: P.O.Box 4459  
Annapolis, Maryland 21403

2. Name of Secured Party: The Annapolis Bank & Trust Company  
Address: P.O.Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

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

All accounts receivable now or hereafter created

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

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
#208740 C777 R03 T13:50  
10/18/88

Debtor(s):

L & H Enterprises, Inc

*Peter S. Lord*

Peter S. Lord, Vice President

Secured Party:

The Annapolis Bank & Trust Co.

(Type Name of Dealership)

By *John P. Koehler*  
(Authorized Signature)

John P. Koehler, Assistant Vice Pres.  
(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.)

11-50

533 328

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269843 (Chattel)

RECORDED IN LIBER 518 FOLIO 103 ON 9/24/87 (DATE)

1. DEBTOR

Name FLIGHTIME OF MARYLAND
Address C/O Bona Enterprises 3975 N.W. South River Drive Miami, FL 33142

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 East Lombard Street 20th floor Baltimore, MD 21202
MARYLAND TITLE COMANY 7133 Rutherford Road Baltimore, MD 21207
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes a box for 'FAIRFAX SAVINGS, A FEDERAL SAVINGS BANK' and a stamp with 'RECORD FEE 10.00' and 'POSTAGE .50'.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated October 12, 1988

BY: Richard H. Guarian (Signature of Secured Party)
Richard H. Guarian
Type or Print Above Name on Above Line

15.00

FINANCING STATEMENT

274982

Not subject to recordation tax.

Subject to recordation tax on principal amount of \$ \_\_\_\_\_.

1. Name of Debtor: FLIGHTIME OF MARYLAND, INC., a Maryland corporation

Address: Attn: John R. Bona, President  
P. O. Box 512  
Linthicum, Maryland 21090

2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL SAVINGS BANK

Address: One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: David M. Blum  
Vice President & Counsel

RECORD FEE 11.00  
POSTAGE .50  
#208940 0777 R03 T14:43  
10/18/88

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

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Gap Deed of Trust and Consolidation, Modification and Spreading Agreement, dated as of October 12, 1988 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said documents, which are recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, 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 contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, 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.

1150

(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, 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.

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

FLIGHTIME OF MARYLAND, INC.,  
a Maryland corporation

By: John R. Bona (SEAL)  
John R. Bona, President

DATED: as of October 12, 1988

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
✓ Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

This is to certify that this instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

David M. Blum  
David M. Blum

533 331

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)  
PATCHETT, RONALD D. & ELAINE A  
5901 Hollow Oak CT.  
Burke, VA. 22015

2. Secured Party(ies) and address(es)  
BERKELEY FEDERAL SAVINGS & LOAN  
ASSOCIATION  
21 BLEEKER STREET  
MILLBURN, NJ 07041

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)  
RECORD FEE 10.00  
POSTAGE .50  
ADDRESS CO40 004 F14131  
10/18/88

4. This statement refers to original Financing Statement bearing File No. 248343  
Filed with Anne Arundel Co., VA. Date Filed July 28, 1983 @ 1109p

- 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. 10-13-88

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)

BERKELEY FEDERAL SAVINGS & LOAN ASSOC.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

274983

BOOK 533- 332

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

1. Debtor(s) (Last Name First) and address(es) Drs. Thomas, Wallop, Kim & Lewis, P.A. 200 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) <b>SIEMENS CREDIT CORPORATION</b> 2201 Corporate Blvd., N.W. Boca Raton, FL 33431	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 12288.50 8025940 0040 004 114134 10/18/88
4. This financing statement covers the following types (or items) of property: <b>The equipment covered under equipment lease agreement # 01000676 between secured party and debtor, including the equipment described below, and all accessories, attachments, replacements, substitutions, modifications, and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).</b>  Siemens Magnetom 1.0 Tesla (Amount of indebtedness \$1,755,162.00 Recordation Tax in the sum of \$12,288.50 paid to Anne Arundel County.)		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 <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:		
By: <u>Drs. Thomas, Wallop, Kim &amp; Lewis, P.A.</u> <i>[Signature]</i> Signature(s) of Debtor(s)	<b>SIEMENS CREDIT CORPORATION</b> <i>[Signature]</i> Signature(s) of Secured Party(ies)	Title <i>[Signature]</i> Title

STANDARD FORM 1-00 12 25830

STATE OF MARYLAND

5333 333

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209887

RECORDED IN LIBER 371 FOLIO 271 ON 6/2/77 (DATE)  
Anne Arundel County/State of Maryland

1. DEBTOR

Name INTERSCIENCE SYSTEMS, INC.  
Address 8435 Caloga Avenue Canoga Park, CA 91304

2. SECURED PARTY

Name SEATTLE-FIRST NATIONAL BANK  
Corporate Banking - Tri-Cities  
Address P. O. Box 292  
Pasco, WA 99301

As listed below:

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Seattle-First National Bank  
Corporate Banking S.E. WA  
P. O. Box 6450  
Kennewick, WA 99336

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.)

X Dr. Bjorn Lih  
2122 Harris Avenue  
Richland, WA 99352

RECORD FEE 10.00  
#225950 3040 R04 714136  
10/18/88

TW



1988 SEP - 9 A 403

Dated August 31, 1988

SEATTLE-FIRST NATIONAL BANK

*Carol Peterson*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

5337 334

274984

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility			
1 Debtor(s) (Last Name First) and Address(es) LEWIS CHARLES L. MEYERS BRENDA D. HOLIDAY MOBILE ESTATES JESSUP MD 20794		2 Secured Party(ies) Name(s) and Address(es) MOBILE HOME ASSOCIATES CLARK ROAD JESSUP, MD 20194		4 For Filing Officer Date Time No. Filing Office RECORD FEE #224020 0040 R04 115:27 10/18/88		
5 This Financing Statement covers the following types (or items) of property 1984 ZIMMER NASHUA 14 X 70 SERIAL # 14226 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 <input checked="" type="checkbox"/> Products of the Collateral are also covered			6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194			
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 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)			
No. & Street		Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <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 <u>Charles Lewis</u> Signature(s) of Debtor(s)		By <u>Brenda D Meyers</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)		By <u>Hester Manton - Associate</u> MOBILE HOME ASSOCIATES		
(3/83) (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania						

5337 335

MARYLAND NATIONAL BANK

274985

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County, Montgomery County and Maryland State Department of Assessments and Taxation
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 110,000.00 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): T.J.E. Limited Partnership Address(es): 4709 Montgomery Ave. Bethesda, Maryland 20814

RECORD FEE 12.00  
POSTAGE .50  
M331630 0345 R01 T11/07

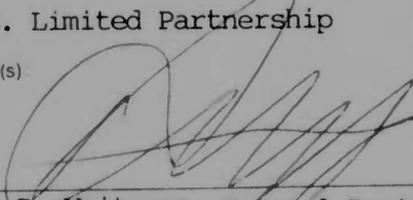
6. Secured Party: MARYLAND NATIONAL BANK Attention Dennis R. Glasgow  
Address: Real Estate and Mortgage Division  
~~XXXXXXXXXXXXX~~ P.O. Box 871  
~~XXXXXXXXXXXXX~~ Annapolis, Md. 21401  
~~XXXXXXXXXXXXX~~

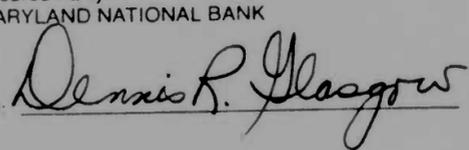
10/18/88

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 14, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, 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.

T.J.E. Limited Partnership  
Debtor(s)  
  
\_\_\_\_\_  
Alan R. Weitzman, General Partner  
\_\_\_\_\_  
(SEAL)

Secured Party  
MARYLAND NATIONAL BANK  
By:   
\_\_\_\_\_  
Dennis R. Glasgow, Assistant Vice President  
Type name and title

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

12  
2

## PROPERTY DESCRIPTION

533 336

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland, and more particularly described as follows

BEGINNING for the same at a point on the southwest side of Northwest Street, said point being the northernmost corner of the building known as No. 3 Church Circle, thence running from said beginning point so fixed and with the southwest side of Northwest Street along the face of the building known as No. 3 Church Circle, South 49°24'20" East 50.53 feet to a point at the easternmost corner of said building and at the intersection of Northwest Street and Church Circle, thence leaving Northwest Street and running along the west side of Church Circle, South 25°12'20" West 37.5 feet to a point at the northeast corner of the building known as Nos. 2, 4 and 6 West Street, said point also intended to be the northeast corner of Part Three in the conveyance from Harry Horwitz, single, to Ann Horwitz, by Deed dated November 19, 1961 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC No. 1524, folio 377, thence leaving Church Circle and running with the north face of the above mentioned building known as Nos. 2, 4 and 6 West Street, and with the south face of the building known as No. 3 Church Circle, North 79°30'20" West 31.95 feet to a corner in said buildings, thence still with the face of said buildings, North 0°46' West 1.72 feet to a corner of said buildings, thence still with the face of said buildings, North 79°51'30" West 19.25 feet to a point at the corner of said buildings, said point also being on the east face of another building known as Nos. 8 and 10 West Street, said point also intended to be on the east line of Part Two in the conveyance from Harry Horwitz, single, to Ann Horwitz, by Deed dated November 19, 1961 and recorded among said Land Records in Liber GTC No. 1524, folio 377, said point also being in the South 34° West 73 foot 9 inch line of Part One in the conveyance from Jennie Horwitz to Eli Horwitz by Deed dated January 3, 1916, and recorded in Liber G.W. No. 123, folio 298, thence running with part of said last mentioned line, reversely, with bearings corrected for magnetic differences, and leaving Buildings Nos. 2, 4 and 6 West Street, and with the east face of the building known as No. 8 and 10 West Street, and with the west face of the building known as No. 3 Church Circle, North 29°11'50" East 19.86 feet to a point at a corner of the building known as Nos. 8 and 10 West Street, said point also being at the beginning of the North 41°20' West 10 foot and 11 inch line of the conveyance from Jennie Horwitz to William Meade Holladay by Deed dated April 13, 1911 and recorded in Liber G.W. No. 85, folio 334, thence running with said line, with bearings corrected for magnetic differences, and still with the face of the building known as Nos. 8 and 10 West Street, North 51°36'20" West 10.33 feet to a point at the end of the abovementioned 10 foot and 11 inch line, thence leaving the building known as Nos. 8 and 10 West Street, and still with the outline of the abovementioned conveyance from Horwitz to Holladay (G.W. No. 85, folio 334), North 35°30'30" East 4.0 feet to a point at a corner of the building known as No. 3 Church Circle. The corner of said building also being at the beginning of the North 50°10' East 37 foot 5-1/4 inch line of the conveyance from William E. Holladay to Jennie Horwitz by Deed dated April 13, 1911, and recorded in Liber G.W. No. 85, folio 333, thence running with said line and also along the west face of the building known as No. 3 Church Circle, North 40°52'20" East 37.74 feet to the place of beginning. Containing 2697 square feet (or 0.06 of an acre) according to a survey made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January, 1972. This survey is based on lines of possession. The improvements thereon being known as No. 3 Church Circle.

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

533-337

TERMINATION STATEMENT

Financing Statement

No.: 263233

Ref.: Liber 501, folio 531

Name of Debtor AUTOMOTIVE ACCENTS, LTD.  
Address 601 D & E Hammonds Ferry Road, Linthicum Heights,  
Maryland 21090

Name of Secured Party SIGNET BANK/MARYLAND, formerly Union Trust  
Company  
Address Baltimore and St. Paul Streets, Baltimore, Maryland 21202

Date of Original Filing August 8, 1986

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

Dated: 9/26/88

RECORD FEE 10.00  
POSTAGE .50  
REC-340 CCH-104 T11-35  
10/10/88

Secured Party SIGNET BANK/MARYLAND

By: Steven M. Wienecke

Steven M. Wienecke, Commercial Loan Officer

10.00  
50

274931

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):

R. E. Michel Company, Inc.  
Name or Names—Print or Type

One R. E. Michel Drive Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

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

2. Secured Party:

Signet Bank/Maryland  
Name or Names—Print or Type

7 St. Paul Street, Baltimore, MD 21203  
Address—Street No., City - County State Zip Code

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

See attached Exhibit A

RECORD FEE 13.00  
 POSTAGE .50  
 #509030 0237 R02 T13:25  
 10/19/88

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.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): R. E. MICHEL COMPANY, INC. SECURED PARTY:

*Robert E. Michel, Jr. President*  
(Signature of Debtor)

ROBERT E MICHEL JR  
Type or Print

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

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
(Company, if applicable)

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

\_\_\_\_\_  
Type or Print (Include title if Company)

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

Name and Address David L. Richardson, II, Esquire, McGuire, Woods, Battle  
& Boothe; One James Center, Richmond, Virginia 23219

Lucas Bros. Form F-1

B's

Exhibit A to Financing Statement naming R. E. Michel Company, Inc. as Debtor and Signet Bank/Maryland as Secured Party.

DESCRIPTION OF COLLATERAL

1. All fixtures, machinery, equipment and personal property now owned or hereafter acquired by the Debtor and used in connection with the real estate described in Exhibit B to this Financing Statement (the "Real Estate"), excluding all inventory, accounts, books and records, office furniture, warehouse equipment, vehicles and other personal property utilized in the operation of the Borrower's business but not utilized in order to provide service to any improvements located on the real estate, including, but not limited to, heating, refrigerating, air conditioning, electrical, gas, and lighting equipment and systems, boilers, piping and plumbing fixtures, fire prevention and sprinkling equipment and systems, security systems and other property related to the maintenance of the improvements on the Real Estate, together with all modifications and substitutions thereof and proceeds therefrom (whether cash or otherwise) ("Equipment").

2. All modifications and substitutions for, and all proceeds from, the Real Estate and the Equipment, including, without limitation, all insurance proceeds and condemnation awards payable as a result of the loss or damage to, or the taking by eminent domain of, the Real Estate or the Equipment.

3. All rights, interest and privileges which the Debtor has and may have in the leases now existing or hereafter made and affecting all or any part of the Real Estate or any improvements thereon, as such leases may have been, or from time to time hereafter may be, modified, extended and renewed, with all rents, income and profits due and becoming therefrom.

533 339

Exhibit B to Financing Statement naming R. E. Michel Company, Inc. as Debtor and Signet Bank/Maryland as Secured Party.

DESCRIPTION OF REAL ESTATE

The fee simple property in Anne Arundel County, Maryland described as:

BEING KNOWN AND DESIGNATED as Lot 22 as shown on the Plat entitled "Plat of Lot 22 R.E. Michel Company Portion of Revised Plat 2 Section 5 "Baymeadow", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 103 folio 16.

Saving and excepting therefrom the 4 flood plains shown thereon, which flood plains were more particularly described in Deed dated October 18, 1982 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 3533 page 467 from Dickinson Associates, et al., to Anne Arundel County, Maryland.

TERMINATION STATEMENT

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

1. This Termination Statement shall apply to Original Financing Statement:  
File No. 259343 Date November 25, 1985  
Record Reference: Book 492 Page 54

2. DEBTOR is:  
Name: Cox Electronics, Inc  
Address: 1135 A Annapolis Road, Odenton, Maryland 21113

3. SECURED PARTY is:  
Name: Annapolis Federal Savings and Loan Association Consumer/Commercial Lending  
Address: P.O. Box 751 Annapolis, Maryland 21404

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

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

RETURN TO:  
Annapolis Federal Savings Bank  
Consumer/Commercial Lending  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

RECORD FEE 10.00  
#209570 0777 R03 113:59  
10/19/88

SECURED PARTY:

Annapolis Federal Savings Bank

BY: Candell [Signature] Account Representative  
(Title)

DATE: July 28, 1988

15

74789

FORM 5332 341

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268357

RECORDED IN LIBER 514 FOLIO 61 ON June 30, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

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"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.</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.)</p>
	<p>BEING KNOWN AND DESIGNATED as Lot No. 96 as shown on Plat entitled "FISHING CREEK FARM, Plat One of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 45.</p>	
	<p>BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.</p>	

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated 8/26/88

BY: *Marion J. Minker, Jr.*  
(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President  
Type or Print Above Name on Above Line

RECEIVED FOR THE COMPANY  
1988

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND  
UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268991

RECORDED IN LIBER 515 FOLIO 493 ON August 12, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

RECORD FEE 10.00  
POSTAGE .50

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: See below.

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

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

BEING KNOWN AND DESIGNATED as Lot No. 96 as shown on Plat entitled "FISHING CREEK FARM, Plat One of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 45.

BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.

SECOND NATIONAL FEDERAL  
SAVINGS BANK

Dated

8/26/88

BY:

*Marion Minker*

(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President

Type or Print Above Name on Above Line

BOOK 533- 343

T4722

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND.  
UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268991

RECORDED IN LIBER 515 FOLIO 493 ON August 12, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

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

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

REGISTRATION FEE 10.00  
POSTAGE .50  
HARRISBURG C345 P01 T14:27  
10/19/88

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.</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.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 29 as shown on Plat entitled "FISHING CREEK FARM, Plat One of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 45.

BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated 9/16/88

BY: Marion Minker Jr.

(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President

Type or Print Above Name on Above Line

RETURN TO  
BAY TITLE COMPANY  
1111 ...  
...  
...

BOOK 5332 344

T 4722

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND.  
UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268357

RECORDED IN LIBER 514 FOLIO 61 ON June 30, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above. FEE 10.00

3. Maturity date of obligation (if any)

POSTAGE .50

ASSAYED 0345 R01 T14:27

10/19/88

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.</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.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 29 as shown on Plat entitled "FISHING CREEK FARM, Plat One of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 45.

BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated 9/18/88

BY: Marion Minker  
(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President

Type or Print Above Name on Above Line

533-345

274932

TO BE RECORDED:

RECORDING TAX ON PRINCIPAL

LAND RECORDS

SUBJECT TO

AMOUNT OF \$ -0-

FINANCING RECORDS

NOT SUBJECT TO

ASSESSMENTS & TAXATION

FINANCING STATEMENT

DEBTOR:

KUSICK, HARRINGTON & HARRINGTON, INC.

Name--Print or Type

5622 BELLE GROVE RD BALTIMORE MD 21225  
Address--Street No. City - County State Zip code

SECURED

PARTY:

CAPITOL HEATING & A/C, INC.

Name--Print or Type

3030 S. HANOVER ST BALTIMORE MD 21230  
Address--Street No. City - County State Zip code

ASSIGNEE:

(If Any)

BALTIMORE GAS AND ELECTRIC CO

Name--Print or Type

P O BOX 1475 BALTIMORE MD 21203  
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

RECORD FEE 11.00  
POSTAGE .50  
#309300 0237 R02 T15:41  
10/19/88

2 7½ TON WHIRLPOOL MODEL # NRGR90HN01A

1 5 TON WHIRLPOOL MODEL # NRGF60NH01A

INSTALL NEW DUCT WORK

3 THERMOSTATS

2. The above described personal property is to be affixed to the real property described below:

ALL THAT PARCEL OF LAND AS MORE FULLY DESCRIBED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY RECORDED ON 08/24/72 IN LIBER MSH2516 AND FOLIO 644 THE IMPROVEMENTS THEREIN BEING KNOWN AS 5622 BELLE GROVE RD

The name of a record owner is KUSICK, HARRINGTON & HARRINGTON, INC.

DEBTOR: KUSICK, HARRINGTON & HARRINGTON, INC.  
Name--Print or Type

John H. Harrington  
Signature and Title, if any

John H. Harrington  
Printed Name of Person Signing

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

the same to: BALTIMORE GAS AND ELEC. CO. P O BOX 1475, BALTIMORE, MD  
Name ATT: M. R. FOWLER Address 21203

1100  
50

5332 346

274933

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel Dept. of Assessments & Taxation
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 400,000.00 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 Department of Assessments & Taxation

5. Debtor(s) Name(s): PLEASURE MARINA'S LEASING & EQUIPMENT CORPORATION Address(es): 15525 Frederick Road Rockville, MD 20852

6. Secured Party: Maryland National Bank Address: Department: Rockville North Office  
 Attention: N. Hecht Post Office Box 987, Mailstop 500576  
 Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

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

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

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

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

See Schedule A - Attached

Debtor: PLEASURE MARINA'S LEASING & EQUIPMENT CORPORATION

Secured Party: Maryland National Bank

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

By: [Signature] (Seal)

GERALD HERSON, PRESIDENT (Seal)  
Type name and title, if any

NORMAN HECHT, VICE PRESIDENT  
Type name and title

11.00  
5.00  
11.50

RECORD FEE 11.00  
POSTAGE .50  
#225370 0040 R04 T11-50  
10/19/00

[Handwritten mark]

SCHEDULE A

533-347

<u>ITEM</u>	<u>SERIAL #</u>
Kitchen Stove	7X67201
Kitchen Stove	7V65300
Microwave Oven	70900289
Microwave Oven	70804703
Dishwasher	F80253349
Refrigerator	94583A
1 Postage Meter	5460 (base)
Calculator - Sharp	EL-1192-D
Telephone System	Merlin 4x12
Fire Extinguishers (12) (Model # 10-MB-3H)	GF-851114
Calculator- Sharp	EL-1197-S
Brother Typewriter	L76205439
Brother EP 44	F41295569
1 Sanyo Cash Register	53200056
1 Casio Cash Register	6201249
12 Sets Popits	
28 Jack Stands	
14 Ground Cradles	
2 Snow Plows - (western (1), Meyer (1))	
Dock Carts - (3) Carts	
Golf Cart	
(2) 60 amp Chargers	
(5) Electric Heaters	
(20) Ice Eaters	
(2) Sets Portable Racks - 100 ft. LOA	
Power Washer	
Hydraulic Lift Trailer	
(12) Ground Cradles	
(40) Jack Stands	
(1) Fax Machine	
(8) Picinic Tables	
(18) Chaise Lounges	
(8) Table and Chair Umbrella Sets	
(1) 60 amp Battery Charger	
(1) Air Compressor	
(1) Phone System- Merlin 4x12	
(14) Electric Hoists	
(5) Floating Docks	
Boatel Roof	
(25) Floating Docks for Magothy Marina	
1986 Computer - IBM PCXT: Screen	TY 48310
Disk Drive	63220765100
Epson Printer	116841
Computer IBM PCXT: Sharp Screen	312513
Disk Drive	SN18344715150
Epson Printer	000000DB5N26
1986 Cannon PC 24 Copier	CA 006028
1985 Mitsubishi Large Screen TV	R36006934
1985 Dory (Carib)	CD0001230583
1985 Dory Engine (Mercury 40HP)	
Phone System (Merlin 10x30)	
1986 Typewriter (Brother EP 44)	F41295569
Steamer	17235B
Mower	135666372c135-B
Mower	135666372c045-B
VHF Radio	AC 12745
VHF Radio (Portable)	03007380
10 Electric Hoists	
Casio Cash Register	4206241
Calculator (Texas Instruments)	T1503011
Calculator (Cannon)	146859
Copier (Gestetner 2110C)	96J8026
Calculator (Cannon AD-4510)	
Typewriter (Olympia)	66210-4588.1 (00)
16 picnic tables	
Computer Stand	
(2) Printer Stand	
(8) Filing Cabinets	
(5) Patio Tables	
Clubhouse Furniture: 100 Oak Chairs/25 Formica Tables & Bases	
Pool Furniture: Existing - 18 Chaise Lounges	

533 348

271931

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) or Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Richard Hutchins	731	Swan Cove Lane	Pasadena	MD 21122
Thelma Hutchins	731	Swan Cove Lane	Pasadena	MD
K & R Enterprises, Inc.	731	Swan Cove Lane	Pasadena	MD 21122

Name of Secured Party or assignee	No.	Street	City	State
Contemporary Food Concepts, Inc.	8545	Ashwood Dr.	Capitol Heights	MD 20743

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 Ex. A attached hereto, including additions, replacements and substitutions thereto.

RECORD FEE 15.00  
RECEIVED 1040 RM 111-90  
10/19/90

M. MICHAEL KLEIN, ESQ.  
1511 K STREET, N.W. #605  
WASHINGTON, D.C. 20005

RETURN TO:

(If fixed 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)	Secured Party
<i>Richard Hutchins</i>	Contemporary Food Concepts, Inc. (Seal)
Richard Hutchins	(Corporate, Trade or Firm Name)
<i>Thelma Hutchins</i>	By <i>Stanley A. Atkin</i> (Pres)
Thelma Hutchins	Signature of Secured Party or Assignee
K & R Enterprises, Inc.	Stanley A. Atkin, President
(Type or print name under signature)	(Owner, Partner or Officer and Title)
<i>Thelma Hutchins Pres</i>	(Signatures must be in ink)

\*The security interest is taken by the secured party as the seller of collateral to secure part of the purchase price.

150

JEFFY SHOPPE

13 MAYO RD.

ROSELAND, MD. 21037

BOOK 533 349

EXHIBIT NO. A

ITEM	DESCRIPTION	MANUFACTURER	MODEL
1	FRONT COUNTER	BLAIR	CUSTOM
2	REAR COUNTER	BLAIR	CUSTOM
3	CONDIMENT STAND	WAYMAR	158-2
10	5/8 TABLE	STERLING	075-243
11	5/8 TABLE	STERLING	CUSTOM
12	5/8 TABLE	METAL MASTERS	124005E-85
12	DRAWERS	M.M.	501571
13	5/8 TABLE	METAL MASTERS	124005E-85
14	5/8 TABLE	METAL MASTERS	124005E-85
15	5/8 TABLE	METAL MASTERS	124005E-85
16	PIZZA PREP TABLE	LAROSA	256-2PT
16	PIZZA PREP TABLE	LAROSA	CORP. 1 FT 1
16	PIZZA PREP TABLE	LAROSA	DR. LOW MASTER
16	PIZZA PREP TABLE	LAROSA	DR. LOW PERC
16	PIZZA PREP TABLE	LAROSA	5/8" BBL
16	PIZZA PREP TABLE	READ	CUTTING BOARD
20	5/8 WALL SHELVING	M.M.	451004-163
21	5/8 WALL SHELVING	M.M.	451200-163
22	5/8 WALL SHELVING	M.M.	451206-163
24	WALK-IN SHELVING	M.M.	14000
25	WALK-IN SHELVING	M.M.	14000
26	WALK-IN SHELVING	M.M.	14000
27	WALK-IN SHELVING	M.M.	14000
28	WALK-IN SHELVING	M.M.	5-10000
28	DRY STORAGE SHELVING	M.M.	24102
28	DRY STORAGE SHELVING	M.M.	24102
28	DRY STORAGE SHELVING	M.M.	24102
30	MOP RACK & SERVICE FAUC	ADVANCE	10-242 8 1/2 240
31	FRENCH FRY BASKET HOLDER	HEATING	240110
31	FF BASKETS	HEATING	10 1/2" 11" BASKETS
40	3 COMPARTMENT SINK	M.M.	344-10-3-10
41	5/8 HAND SINKS	BEA	10-1
42	MOP SINK	ADVANCE	9-100-10
43	HOT WATER HEATER	CONTRACTOR	CORPORATION
50	PIZZA OVEN	BAKERS PRIDE	451-1P
51	GRIDDLE	HEATING	400-00
51	GRIDDLE STAND	HEATING	7" 5/8" 1000P. STAND
51	CRISTERS FOR ABOVE	HEATING	5" SQUARE CRISTERS
51	CUTTING BOARD	HEATING	7" 5/8" 1000P. BOARD
52	COUNTER FRYERS	HEATING	10001 1000EP
52	FRYER COVERS	HEATING	10001 5/8 COVERS
53	HEAT LAMPS FOR FRYER	HEATING	3000 1000EP
54	<del>CUTTING BOARD</del>	<del>HEATING</del>	<del>7" 5/8" 1000P. BOARD</del>
55	PASS-THRU HEAT LAMP	MARCO	E2-4000-115
56	SOUP WARMER	WELLS	50-2001
57	FF DUMP STATION	HEATING	24" 1000EP 1000EP

60	PIZZA HOOD	CAPTIVE-AIRE	54240
61	UPDRAFT	CAPTIVE-AIRE	20248P 75"
62	EXHAUST FANS	ACME	PL163E
63	SUPPLY FANS	ACME	PL5125H
64	ANSUL SYSTEM	CAPTIVE-AIRE	P-102 ANSUL SYSTEM
70	WALK-IN COMBINATION COOLER/FREEZER	THERMO-KOOL	CUSTOM WALK-IN
71	REFR. FOR FREEZER	THERMO-KOOL	RPCL-100 200/10
72	REFR. FOR COOLER	THERMO-KOOL	RPFM-75
73	SERVICE FREEZER	STAR-METAL	FS-6E
74	ICE MACHINE	ICE-O-MATIC	C-4000P
74	ICE BIN	FOLLETT	550-P
74	WATER FILTER	ICE-O-MATIC	WF-05
75	<del>SOUP SYSTEM</del>	<del>BY CASE</del>	
76	ICE TEA DISP.	CECILWARE	T-1W
77	JUICE DISP.	JET SUPPLY	1J3
78	SANDWICH PREP TABLE	STAR-METAL	PST-45-3P
78	COUNTERS 4"	STAR-METAL	
78	OVERSHELF	STAR-METAL	
80	AUTO. SLICER	GENERAL SLICIN	PSM-00
80	VEGETABLE CHUTE	GENERAL SLICIN	
80	FENCE	GENERAL SLICIN	
81	<del>CUP DISP. 1000</del>	<del>BY CASE</del>	<del>CU-24</del>
82	CASH REGISTER	KINGSTON	JX-64
83	<del>BY CASE</del>	<del>BY CASE</del>	
84	CUP DISPENSER	SHELLEY	CU-400
85	CUP DISPENSER	SHELLEY	CU-475
86	TIME CLOCK & RACK	ACROPRIANT	L-5
87	LOCKERS	REPUBLIC	S-11P
88	BATHS	WAYMAR	BATHROOM ONE SEAT
89	BATHS	WAYMAR	BATHROOM TWO SEAT
90	BENCH	WAYMAR	CF-4 61" HUB SEAT
92	TIPPI RECEPTACLES	WAYMAR	TSR-1
93	ILLUMINATED MENU BOARD	MAIN STREET	B-PANEL
MISC.	HANGING LAMPS	D'LIGHTS	500-1812774
MISC.	OUTDOORS SIGN FACE	DTEHL	CUSTOM "FLEET STORES"
MISC.	BLD. & HOOD INSTALL	BARTON	INSTALL
MISC.	GAS DISCONNECTS	CHARTER	3/4" x 48"
MISC.	RESTRAINING DEVICE	CHARTER	PI
MISC.	MIXER & CHEESE SHREDDER	UNIVEX	MIX & USM
MISC.	INSTALLATION OF WALK-IN	CHILL-CRAFT	INSTALL
MISC.	WALLPAPER	AVON PAINT	GENON BENTLEY TWEED "
MISC.	FRIGETS	ITS	B-137, 156, 170
MISC.	POT INSERTS FOR SOUP	STAR MOME.	132, #10
MISC.	POSTS & SHELVING	M.M.	P-866, 10480
MISC.	FIRE EXT.	FANTOM	FIRE EXT.
MISC.	BATHROOM FIXTURES	BOERICK	BATHROOM FIXTURES
MISC.	5/8 PANELING	BARTON	5/8 PANELING

TOTAL PRICE

2 Telephones  
1 File Cabinet  
1 Calculator

533 351

274995

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 65,100.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

\_\_\_\_\_  
 Brandywine Sand and Gravel Company  
 (Name)  
 5800 Sheriff Road  
 (Address)  
 Fairmount Heights, Maryland 20743

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Commercial Finance Division  
 (Name of Loan Officer)  
 25 South Charles Street 14Fl.  
 (Address)  
 Baltimore, Maryland 21202

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

SPECIFIC EQUIPMENT

the property, herein called "Equipment", which is described below and in any separate schedule at any time delivered by Debtor to Secured Party, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, any any maintenance agreements applicable thereto.

~~SEE ATTACHED SCHEDULE~~

- 1 Powerscreen Slurry Hopper
- 1 Powerscreen M-60 Conveyor Coupled
- 1 Top Screen 1 BIM 4 MM 1 Grid
- transfer Box Chute

RECORD FEE 11.00  
 RECORD TAX 455.00  
 POSTAGE .50  
 R226440 0040 104 711:20  
 10/19/88

*[Handwritten mark]*

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

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 (Signature)  
 CK Collins VP Finance  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 (Signature)  
 LARRY SCHULTZ, AVP  
 (Print or Type Name)

11.00  
50  
455.00

BOOK 5332 PAGE 352

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

274936

FINANCING STATEMENT

DATE: October 14, 1988

( X ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): John O. Dove Heating and Air Conditioning

ADDRESS: 1115 Mayo Road  
Edgewater, MD 21037

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired

RECORD FEE 11.00  
POSTAGE .50  
R226410 0040 R04 T11101  
10/19/88  
d

DEBTOR(S):

SECURED PARTY:

John Dove Heating and Air Conditioning ANNAPOLIS FEDERAL SAVINGS BANK  
(Company Name)

BY: [Signature]  
John Dove

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

BY: [Signature]  
(Authorized Signature)

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

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

A26123

10/31 11.50

A.A.

BOOK 5332 PAGE 353

274937

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. \$ 11.50

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

This financing statement Dated 9/8/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name City of Annapolis  
Address 159 Duke of Gloucester Street Annapolis, Maryland 21401

2. SECURED PARTY

Name AEL Leasing Co., Inc.  
Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned 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 - Konica Copier 3290
  - 1 - Duplexer
  - 1 - 20 Bin Sorter
  - 1 - Auto Doc. Feeder
  - 1 - Cabinet
- This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.*

CHECK  THE LINES WHICH APPLY

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

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

City of Annapolis  
\*\*\* Brian Snyder / SC  
(Signature of Debtor)  
Brian Snyder, Purch. Mgr.  
Type or Print Above Name on Above Line

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

AEL Leasing Co., Inc.

Shirley Camilli  
(Signature of Secured Party)  
Shirley Camilli  
Type or Print Above Signature on Above Line

\*\*\* We have Power of Atty to sign customer's signature per lease contract

RECORD FEE 11.00  
POSTAGE .50  
#226350 0040 104 110443  
10/19/88

11.50

To Be recorded  
with Anne Arundel County

5332 354

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:  Land } Liber. 505 ..... Folio 22 ..... File No. ....  
 Financing Statement } Date of Financing Statement 11/13/86.....

DEBTOR (OR ASSIGNOR)

Name	Address
JRC Construction Company Inc.	P O Box 712 Millersville, MD 21108

RECORD FEE 10.00  
POSTAGE .50  
#226340 0040 R04 TID/92  
10/19/88  
TW

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, 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.

THE FARMERS NATIONAL  
BANK OF MARYLAND

Dated:.....September 19....., 1988... By Patricia A. Hall  
Patricia A. Hall Secured Party (or Assignee) Vice President

Mail to: Signet Bank/Maryland  
P.O. Box 17063  
Baltimore, MD 21203  
ATTN: Renee Vick - T0609

15.00

533 355

274998

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): Corman Construction Co., Inc. 12001 Guilford Road Jessup, MD 20794-0160 M-33573-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #026240 0040 R04 109157 10/19/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.  
One(1) New Caterpillar Model 963 Track Loader s/n: 21Z02054

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Corman Construction Co., Inc. William Corman - President (By) <i>W.C. Corman</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Mark M. Weber</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
--	---

1150

UCC-1

274939

5332 356

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)

Dr. Loraine M. Dailey M.D.  
8667 Fort Smallwood  
Pasadena, MD 21122

RO38UC

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

River Place Leasing  
300 River Place Ste 5250  
Detroit, MI 48207

3. Maturity date (if any)

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

RECORD FEE 11.00  
#226310 0240 R04 FIG114  
10/19/08

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

1 White 2000 series power file

More particularly described in Equipment Lease #  
880334 dated 9/15/88 between River Place Leasing,  
Lessor & Dr. Loraine M. Dailey M.D., Lessee

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

River Place Financial  
300 River Place Ste 5250  
Detroit, MI 48207

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 Arundl County Clerk

Dr. Loraine M. Dailey

By:

Signature(s) of Debtor(s)

Attorney in Fact

(1) Filing Officer Copy - Alphabetical

River Place Leasing

By:

Signature(s) of Secured Party(ies)

Lawrence M. Zaks Credit Manager

STANDARD FORM - FORM UCC-1.

533 357

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):  
C. J. Miller, Inc.  
3514 Basler Rd  
Hampstead, MD 21074  
MACHINE LOCATED IN JESSUP, MD  
M-33491-1

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

POSTAGE .50

#026200 0040 R04 108152

10/19/98

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

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

- One (1) New Caterpillar Model #815B Compactor
- One (1) Caterpillar Model #815B Bulldozer S/N 39S00988

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

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

C/ J. Miller, Inc

Alban Tractor Co., Inc.

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

(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Necessary

1750

UCC-1

275000

5332 358

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)  
Cherry Hill Construction Inc.  
P.O. Box 356  
Jessup, MD 20794  
M-33540-1

(2) Secured Party(ies) (Name(s) And Address(es))  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 11.00  
POSTAGE .50  
#226230 0040 004 109154  
10/19/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described in Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

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

One (1) New Caterpillar Model D4C Tractor  
S/N: 1RJ00451

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered.

Anne Arundel Co.

(6) Signatures: Debtor(s)

Cherry Hill Construction Inc.

(By) James A. Openshaw, Jr./Pres.  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Retained

11.80

Secured Party(ies) [or Assignees]

Alban Tractor Co. Inc

(By) M. Suttle  
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

275001

5332 359

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):

Driggs Corporation  
8700 Ashwood Drive  
Capitol Heights, MD 20743  
Machine Located in Anne  
Arundel County M-33183-1

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

ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 11.00  
POSTAGE .50  
#226210 0048 104 109150  
10/19/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

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

One (1) New caterpillar Model 621E Wheel Tractor S/N: 6AB01015  
One (1) New C aterpillar Model 621 Scraper S/N: 6BB00901

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered. Anne Arundel County

(6) Signatures: Debtor(s)

Driggs Corporation  
Reginald Burner, Sr. Vice Pres.

(By) \_\_\_\_\_  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

1150

Tractor Secured Party(ies) [or Assignees]

Alban ~~XXXXXX~~ Co., Inc.

(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

533 360

275002

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)

Driggs Corporation  
8700 Ashwood Drive  
Capitol Heights, MD 20743  
Machine Located in Anne Arundel  
County M-33196-1

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

ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 11.00  
POSTAGE .30  
#226170 0040 R04 109149  
10/19/88

(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).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

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

One (1) New Caterpillar Model 621 Wheel Tractor  
S/N: 6AB01016

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered.

AA

(6) Signatures: Debtor(s)

Driggs Corporation  
Reginald Burner, Sr. Vice Pres.

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

(1) Filing Officer Copy - Noted

1/50

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

275003

533 361

(1) (Last Name First) and Address(es) The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 Machine Located in Anne Arundel County M-33197-1		(2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237	RECORD FEE 11.00 POSTAGE .50 RECORD CODE 404 109150 10/19/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).		(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

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

One (1) New Caterpillar Model 621 Wheel Tractor "NOT SUBJECT TO RECORDATION TAX"  
S/N: 6AB01019 M. SUTTLE

Products of the Collateral Are Also Covered. Anne Arundel County

(6) Signatures: Debtor(s) Secured Party(ies) [or Assignees]

Driggs Corporation  
 Reginald Burner, Sr. Vice Pres.  
 (By) *[Signature]*

Alban Tractor Co., Inc.  
 (By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
 (1) Collateral is subject to Security Interest In Another Jurisdiction  
 and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
 (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Office Copy - Numerical 173

UCC-1

Anne Arundel

275004

BOOK 5332 PAGE 362

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Fine, Bryant & Wah, P.T., Chartered  
(Name)  
4710 Pennington Avenue  
(Address)  
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Kenneth C. Cook  
(Name of Loan Officer)  
6395 Dobbin Rd., Suite 105  
(Address)  
Columbia, MD 21045  
 131-012

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

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and secured party for any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

RECORD FEE 12.00  
 POSTAGE .30  
 #226530 0040 804 111453  
 10/19/03

Record Owner, if different from the Debtor \_\_\_\_\_

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
(Seal)  
*Michael D. Wah*  
(Signature)  
Michael D. Wah, Vice President  
(Print or Type Name)

\_\_\_\_\_  
(Seal)  
*Wayne D. Bryant*  
(Signature)  
Wayne D. Bryant, President  
(Print or Type Name)

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION TAX IN THE AMOUNT OF \$85.25 WAS PAID TO Baltimore City COUNTY ON \_\_\_\_\_

*Louis J. [Signature]*  
 AUTHORIZED SIGNATURE

*1250*

RECORDATION TAX CERTIFICATE

The undersigned hereby certify that the books and records of Fine, Bryant & Wah, P.T., Chartered (Debtor) show the following values of property which secures a totat debt of

\$30,000.00 to The First National Bank of Maryland.  
(A)

\$27,607.00 Value of inventory, contract rights and other exempt property.  
(X)

\$56,906.00 Total value of all property covered by financing statement.  
(Y)

$$(X) \div (Y) = \frac{.485}{(B)}$$

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

$$\frac{\$30,000}{(A)} \times \frac{.485}{(B)} = \frac{\$14,550}{(C)}$$

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$15,450

$$\frac{\$30,000}{(A)} - \frac{\$14,550}{(C)}$$

Fine, Bryant & Wah, P.T., Chartered  
(Name of Debtor)

BY: Wayne D. Bryant  
Wayne D. Bryant, President

BY: Michael D. Wah  
Michael D. Wah, Vice President

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

DATE: September 8<sup>th</sup>, 1988

533 364

275005

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)  
 One Eleven Associates 111 NE Georgia Avenue  
 Glen Burnie, Maryland 21061

RECORD FEE 14.00  
 POSTAGE .50  
 #309890 G237 R02 T10:47  
 10/20/88

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles ST.  
 Attention Debra Grimm Documentation Assistant Baltimore, Maryland 21201

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

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, 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 One Eleyen Associates  
 BY: Ronald M. Silkworth (Seal)  
 Ronald M. Silkworth, General Partner  
 BY: Phillip F. Scheibe (Seal)  
 Phillip F. Scheibe, General Partner

BY: Paul F. Harris, Jr. (Seal)  
 Paul F. Harris, Jr., General Partner

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

**SCHEDULE A**

This Schedule A is attached to and made a part of a financing statement by and between One Eleven Associates (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION G CONTINUED

All rights, title and interest in any and 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 111 NE Georgia Ave, located in Anne Arundel County, Maryland

5332 366

275003

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)  
Cards & Stuff, Inc.  
337 R Hospital Drive  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
**Recycled Paper Products Inc.**  
3636 North Broadway  
Chicago, IL 60613

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

RECORD FEE 11.00  
POSTAGE .50  
#221070 UH40 004 109142  
10/20/88

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

All of the personal property of the Debtor considered to be inventory within the contemplation of the Uniform Commercial Code now owned or hereafter acquired, and further including the products and proceeds of all the foregoing; and further including all accounts receivable, contract rights and general intangibles now owned or hereafter acquired, and the proceeds thereof, and further including all furniture, fixtures and equipment now owned or hereafter acquired, and the proceeds thereof, and further including all accounts, documents, instruments and chattel paper and all the proceeds thereof.

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

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

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

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

Filed with:

*Martin B. Hamer*

Cards & Stuff, Inc.

Signature(s) of Debtor(s)

RECYCLED PAPER PRODUCTS INC.

By: *Martin W. Hamer*

Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

533-367

275003

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)  
Cards & Stuff, Inc.  
337 R Hospital Drive  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Recycled Paper Products Inc.  
3636 North Broadway  
Chicago, IL 60613

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

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED CIVIL 104 109133  
10/20/88

4. This financing statement covers the following types (or items) of property:  
All fixtures and display equipment sold by Secured Party to Debtor and all Inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark(s) RECYCLED PAPER PRODUCTS either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel paper of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

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

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

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

Filed with:

Cards & Stuff, Inc.

By: *William B. Hauer*  
Signature(s) of Debtor(s)

RECYCLED PAPER PRODUCTS INC.

By: *Martin W. [Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

533 368

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271683

RECORDED IN LIBER 523 FOLIO 218 ON 2/18/88 (DATE)

1. DEBTOR

Name E L GARDNER INC  
Address 1914 FOREST DR ANNAPOLIS, MD 21401

2. SECURED PARTY

Name AT&T  
Address 123 MARKET PLACE - 7TH FLOOR  
BALTIMORE, MD 21202

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
#227050 0340 004 110128  
10/20/88

TW

Dated 10/12/88

105.0

Sabrina Baker  
(Signature of Secured Party)  
SABRINA BAKER  
Type or Print Above Name on Above Line

5332 369

275010

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)  
Dental Crafters, Inc.  
College Pkwy. Office Ctr.  
584 B Bellorive Drive - Suite 3B  
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)  
Lease World Corporation  
20 S. Terminal Drive  
Plainview, NY 11803

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

RECORD FEE 11.00  
POSTAGE .50  
#227210 0040 904 110140  
10/20/88

4. This financing statement covers the following types (or items) of property:  
See Schedule A attached hereto and made part thereof

5. Assignee(s) of Secured Party and Address(es)  
Denrich Leasing Inc.  
8325 N.W. 53rd Street  
Miami, FL 33166

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:

Dental Crafters, Inc.

By:

*[Signature]*  
Signature(s) of Debtor(s)

Lease World Corporation

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 533 369 -A

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

PROPERTY LOCATED AT: College Parkway Office Center  
584 B Bellgrove Drive - Suite 3B  
Annapolis, MD 21401

ITEM #	QUANTITY	DESCRIPTION
		Edarredo Lab Furniture consisting of:
	2	TC0-7 Work Stations
	2	TA05-1 Work Stations
	2	TA05-2 Work Stations
	1	TLO2 Work Stations
	1	MS15G Work Bench
	1	MSA Work Bench
	1	MS10 2A Work Table
	1	MSD Work Station
	2	TLO3 Work Station
	1	CF16 Burnout Cabinet
	1	MS15/3A Work Table

Dental Crafters, Inc.  
\_\_\_\_\_  
Leasee  
BY: *[Signature]*  
\_\_\_\_\_  
(Title)

AGREED TO: LEASE WORLD CORPORATION  
\_\_\_\_\_  
Lessor  
BY: *[Signature]*  
\_\_\_\_\_  
(Title)



533 370

275011

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):

Reliable Contracting Co.  
1 Church View Road  
Millersville, MD 21108

2. Secured Party(ies)

Address(es) And Name(s):

S. M. Christhilf & Son, Inc.  
112 West Timonium Road  
Timonium, MD 21093

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

10/20/88

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

1 BOMAG BW212D Roller 240245

"TO PUBLICIZE A CONDITIONAL SALE AND NOT SUBJECT TO RECORDATION TAX"

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.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State Maryland  Filing Office of Anne Arundel County/City

8. Signatures: Reliable Contracting Co.

John T. Baldwin

S. M. Christhilf & Son, Inc.

Bryson G. Christhilf, Jr.

By John T. Baldwin Gen. Mgr.  
Debtor(s) [or Assignor(2)]

By Bryson G. Christhilf, Jr. President  
Secured Party(ies) [or Assignee(s)]

(1) Filing Officer Copy - Numerical

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

FORM UCC 1

533 371

275012

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)  
NOVAK, THOMAS JR.  
  
SOUTH CAROL ST. SPC# 5  
LAUREL, MD 20707

2 Secured Party(ies) and address(es)  
Professional MH Brokers, Inc.  
10401 Lanham & Severn Rd.  
Lanham, MD 20706

3 Maturity date (if any)  
For Filing Officer (Date, Time  
Number, and Filing Office): 11.00  
POSTAGE .50  
#227300 0040 004 110152  
10/23/88

4 This financing statement covers the following types (or items) of property  
USED - 1981 COMMODORE / GUARDIAN 40x24  
MOBILE HOME, SERIAL #:244014463X02  
  
Together with all appliances, equipment, accessories, parts  
and accessions thereon and thereto, all substitutions,  
replacements or additions thereto and all proceeds thereof,  
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.  
Rt. 51 South / P.O. Box 668  
Uniontown, PA 15401

11.00  
.50

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

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

NOVAK, THOMAS JR.  
By: *[Signature]*  
Signature(s) of Debtor(s)

Professional MH Brokers, Inc.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$

533 372  
275013

FINANCING STATEMENT

1. DEBTOR (S):

BOWEN & WENTZ EXCAVATING  
Name or Names - Print or Type  
1417 BAY-HEAD ROAD-ANNAPOLIS, ANNE ARUNDEL-MARYLAND 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:

MID-ATLANTIC EQUIPMENT COMPANY  
Name or Names - Print or Type  
9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111  
Address - Street No., City - County State Zip Code

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

- (1) John Deere Model 550B Dozer with Standard Equipment, S/N 719119

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are, \_\_\_\_\_ are not covered.

7. Products of collateral \_\_\_\_\_ are, XXX are not covered.

RECORD FEE 11.00  
POSTAGE .30  
RECORDING TAX 275013 11/25  
10/20/88

DEBTOR (S):

X *James Bowen*  
Signature of Debtor  
BOWEN & WENTZ EXCAVATING  
Type or Print  
\_\_\_\_\_  
Signature of Debtor  
\_\_\_\_\_  
Type or Print

SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY  
Company, if applicable  
TOM LLOYD  
Signature of Secured Party  
CREDIT MANAGER  
Type or Print (include title)

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 221

11.00  
.50

5332 373

FINANCING STATEMENT

Identifying File No. 275014

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. (Prepare in Duplicate)

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 Micromatix Distributing Company, Inc.
Address 825B Hammonds Ferry Road, Linthicum, MD 21090

2. SECURED PARTY

Name D & H Distributing Company
Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name
Address

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

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

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

All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

RECORD FEE 11.00
POSTAGE .50
H227600 5040 P04 TEL:29
10/28/00

CHECK [X] 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)
[X] All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.
[ ] (Products of collateral are also covered)

BY: [Signature]
Signature(s) of Debtor(s)
JOHN M MAYOLA
Type or Print Above Signature on Above Line

BY:
Signature(s) of Debtor(s)
Type or Print Above Signature on Above Line

BY: [Signature]
Signature(s) of Secured Party(ies)
JEFFREY D PLUMMER
Type or Print Above Name on Above Line

11.00
.50

BOOK 533 PAGE 374

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 148870

RECORDED IN LIBER C040 FOLIO R03 ON 7/19/88 (DATE)  
(529) (503)

1. DEBTOR

Name OPTIC GRAPHICS, INC.

Address 101 Dover Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name KING PRESS CORPORATION

Address PO Box 21, 13th & Maiden Lane, Joplin, MO 64802

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"/> XIX (Indicate whether amendment, termination, etc.)  Termination P-2624</p>

RECORD FEE 10.00  
POSTAGE .50  
#27660 C040 R04 T11135  
10/20/88

TW

Dated October 14, 1988

KING PRESS CORPORATION

*P. T. Riley*  
(Signature of Secured Party)

P. T. Riley, VP Finance  
Type or Print Above Name on Above Line

10.00  
50

533 375

275015

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):  
Robert Harris, Inc.  
7997 Nolecrest Road  
Glen Burnie, MD 21061  
M-3323H

(2) Secured Party(ies) (Name(s) And Address(es))  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9595  
BALTIMORE, MD. 21237

RECORD FEE 11.00  
POSTAGE .50  
#227730 0040 004 111148  
10/20/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

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

One (1) New Caterpillar Model #416 Backhoe Loader  
S/N 5PC02846

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

11.50

Products of the Collateral Are Also Covered.

AA

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Robert Harris, Inc.

Alban Tractor Co Inc

Robert Harris - Pres.

(By)

(By) *Robert Harris*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

*M. Suttle*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy -- Notarized

UCC-1

533 376

275016

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):  
Cherry Hill Construction, Inc.  
P.O. Box 356 8170 Mission Rd  
Jessup, MD 20794  
M-33611-1

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00  
POSTAGE .50  
#227740 0040 104 111149  
10/20/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

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

One(1) New Caterpillar Model 926E Wheel Loader s/n 94Z02390

NOT SUBJECT TO RECORDATION TAX  
M. SUTTLE

Products of the Collateral Are Also Covered. AA

(6) Signatures: Debtor(s)  
Cherry Hill Construction, Inc.

(By) James Openshaw - Pres.  
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11.00

UCC-1

533 377

275017

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

1 Debtor(s) (Last Name First) and Address(es)  
Annapolis Concrete Co., Inc.  
Industrial Drive  
Annapolis, MD 21401

2 Secured Party(ies) and Address(es)  
Motorola C & E, Inc.  
P.O. Box 8788  
BWI Airport, MD 21240

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
REGISTERED MAIL 11:51  
10/20/88

4 This financing statement covers the following types (or items) of property:  
All Motorola Equipment covered under  
FO# 0803050308020 & inventory hereafter  
acquired by debtor.

5 Assignee(s) of Secured Party and Address(es)  
Associates Capital Services  
7240 Parkway Drive  
Suite 140  
Hanover, MD 21076

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

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

Filed with: NOT SUBJECT TO RECORDATION TAX

Annapolis Concrete Co., Inc.

Motorola C & E, Inc.

By: Samuel Chatterton Signature(s) of Debtors Purchasing Agent

By: Pat Serra Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275048

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Stockett, David C. and Stockett, Joan A.

Address 5262 Solomons Island Road, Lothian, MD 20711

2. SECURED PARTY

Name Sequa Financial Corporation

Address 420 Lexington Avenue

New York, New York 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)

Name and address of Assignee

"ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLES GOODS FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT"

RECORD FEE 22.00
POSTAGE .30
1227770 0040 004 111-52
10/20/78

CHECK THE LINES WHICH APPLY

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

72.00
.50

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sequa Financial Corporation
(Signature of Secured Party)

Type or Print Above Signature on Above Line

5332
378

SCHEDULE 'A'

BOOK 533 378 -A

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated \_\_\_\_\_, 19\_\_\_\_ between the undersigned.

Payable in 36 equal monthly installments of \$ 24,315.00 over a period of 44 months, the first installment being due and payable NOV 05, 1988 and a like payment on the same date of each and every month except for the months of January and February when payments of \$ 334.00 will be made until loan is fully paid.

EQUIPMENT

- (1) 1986 Western Star Tandem Dump Truck, S/N 2WLPCCJG6GK915914
- (1) 1981 Bocat Trailer, S/N 15RB04228B1CN0649
- (1) 1987 Pterbilt Tractor tuck, S/N 1XP-5-DB9X-6-HN214302
- (1) 1987 Ford 350 Pick-Up Truck, S/N 1FDKF3815HNA08689
- (1) 1986 Pterbilt Tandem Dump 359 400 Cat Engine, S/N 1XP9LBOX8GN193517
- (1) 1987 Mack Tandem dump Truck RW 713 350 HP, S/N 1M2AY10C6HMO02722
- (1) 1964 D8 Caterpillar Dozer, S/N 46A9446
- (1) 1958 D9 Caterpillar Dozer, S/N 18A2209
- (1) 611 B Omark Hydroax, S/N 1809
- (1) Morbark Stump Chipper, S/N 975011
- (1) 12" Michigan Knife Grinder, S/N 799
- (1) 1986 TD7 International, S/N 10400
- (1) 11C Terex Loader, S/N 22006

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.  
Seller, Secured Party or Lessor  
By [Signature] Title

David C. and Joan A. Stockett  
Purchaser, Debtor or Lessee  
By [Signature] Title  
[Signature]

**SECURITY AGREEMENT**

BOOK 533 378 - B

SECURITY AGREEMENT made by and between David C. and Joan A. Stockett  
corporation, (the "Debtor") with its principal place of business at 5262 Solomons Island Road, Lothian, MD 20711  
and Sequa Financial Corporation a New York corporation (the "Secured Party"), with its principal place of business at 420 Lexington Avenue,  
New York, New York 10170

In consideration of the Secured Party's agreement to make a loan to the Debtor in the amount of Eight Hundred Seventy Eight Thousand  
Twelve Dollars and Zero Cents Dollars (\$ 878,012.000 ) which loan is represented by a certain promissory note or notes of even date herewith, and also to secure the payment, performance and fulfillment of such indebtedness and any and all other Obligations (as hereinafter defined in paragraph 3 hereof) of Debtor to Secured Party, Debtor hereby grants a security interest to secured party in the goods and property described in the annexed Schedule A and all other goods and property of every kind and nature, including but not limited to machinery, equipment, vehicles, furniture, furnishings, fixtures, all items of intangible property, accounts, inventory and receivables, wherever located, now or hereafter belonging to Debtor (all such goods, chattels and property being hereinafter referred to as the "Property") to have and to hold the same unto Secured Party forever.

"Obligations" as used herein shall mean the indebtedness of the Debtor to the Secured Party hereinabove specifically set forth in Paragraph "1" hereof and also any and all other extensions of credit, loans, endorsements, guaranties, and financial accommodations heretofore or hereafter made or extended by the Secured Party or which the Secured Party has or will become obligated to make or extend to or for the account of the Debtor, and any and all interest, commissions, indebtedness, liabilities, charges and expenses heretofore or hereafter chargeable against the Debtor by the Secured Party or owing by the Debtor to the Secured Party or upon which the Debtor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between the Debtor and the Secured Party or otherwise, and the amount due upon any notes or other obligations given to or received by the Secured Party for or on account of any of the foregoing, and the performance and fulfillment by Debtor of all terms and conditions, contained in this Security Agreement and in any note or notes secured hereby and in any present or future agreement or instrument between the Debtor and Secured Party.

Debtor hereby warrants and represents to the Secured Party that (a) the Property referred to in the attached Schedule A is in the possession of the Debtor at 5262 Solomons  
Island Road, Lothian County of Anne Arundel  
State of Maryland (b) all of the Obligations are secured by this Security Agreement and

(c) Debtor will timely pay and perform all of the Obligations, with late interest thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day, except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate, plus a one time late charge payable in the event any sum owed Secured Party by Debtor is not paid when due in an amount equal to the greater of \$100 or 5% of such sum, except where such late charge is in excess of the maximum permitted by applicable law in which event the charge shall be the maximum lawful charge.

Debtor further warrants and represents that:

- (a) Secured Party's security interest in each of the items of property is now and shall at all times constitute a perfected, choate, first security interest in such property.
- (b) Secured Party's security interest in each item of property is not now and shall not become subordinate or junior to the security interest, lien, encumbrance or claim of any person.
- (c) Debtor will keep the Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind. Debtor, at its own cost and expense, will keep the property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Debtor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Property without the prior written consent of the Secured Party. The Secured Party is hereby authorized to file on behalf of the Debtor one or more financing statements with respect to the Property or, in lieu of such financing statement, a copy of this agreement.
- (d) Debtor is the lawful owner of the Property and it is free and clear of all liens and encumbrances of every kind (except any held by the Secured Party), and Debtor will warrant and defend the property against all claims and demands of all persons.
- (e) Debtor will insure the Property against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and such other hazards as requested by Secured Party. The amounts and insurance policies will be acceptable to the secured Party. The proceeds of such insurance policies will be payable to the Secured Party, and all premiums thereon shall be paid by Debtor and the policies assigned and delivered to the Secured Party. Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein or therein.
- (f) Debtor shall comply (so far as may be necessary to protect the Property and the lien of this Security Agreement) with all of the terms and conditions of leases covering the premises wherein the Property is located and with any orders, ordinances, laws or statutes of any city, county, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by the Secured Party, will correct any errors or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.
- (g) Debtor will not remove the Property from its present location without the prior written consent of the Secured Party and at all times shall allow the Secured Party access to and the right of inspection of the Property, which shall remain personalty and not become part of any realty, and nothing shall prevent the Secured Party from removing the same or so much thereof as the Secured Party, in its sole discretion, may determine, from any premises to which it may be attached upon breach of this Security Agreement. Debtor hereby agrees to deliver to the Secured Party appropriate waivers, satisfactory to the Secured Party, of any and all owners and/or mortgagees of any such premises.
- (h) The execution and delivery of this Security Agreement has been duly consented to and authorized by the stockholders and Board of Directors of the Debtor if the Debtor is a corporation. Debtor hereby agrees to deliver to the Secured Party confirmation of same.
- (i) Debtor will indemnify and save harmless Secured Party from all damage, losses, liability or expense, including, but not limited to, reasonable attorneys' fees, that the Secured Party may incur in order to secure or obtain performance or fulfillment of any of the Obligations, Payment or foreclosure of this Security Agreement or in the prosecution or defense of any action or proceeding either against the Debtor or against the Secured Party regarding any matter arising out of this Security Agreement and the Obligations or Property.

If the Debtor shall default in the performance or fulfillment of any of the terms, conditions or warranties to be performed or fulfilled by the Debtor under or pursuant to this Security Agreement, the Secured Party may, at its option, without waiving its rights to enforce this Security Agreement according to its terms, immediately or at any time thereafter, and without notice to or demand upon the Debtor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of the Debtor, and the cost and expense thereof (including, but not limited to, reasonable attorneys' fees) shall be a lien on the Property, added to the amount of the Obligations, and shall be payable on demand with interest at the per diem interest rate specified in Paragraph 3 hereof.

This Security Agreement may be assigned along with any and all Obligations without notice to the Debtor, and upon such assignment, the Debtor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-complaint which the Debtor may have against the Secured Party, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as the Debtor.

The Debtor hereby designates and appoints the General Counsel of Sequa Capital Corporation, 420 Lexington Avenue, NY, NY 10170 as the Debtor's true and lawful attorney-in-fact and agent for the Debtor and in the Debtor's name, place and stead to accept service of any process within the state of New York. The Secured Party hereby agrees to notify the Debtor at the Debtor's address, as shown herein, by certified mail within three (3) days of such service having been effected.

8 Debtor will furnish to the Secured Party two (2) copies of its current financial statements and related information, and annually within 90 days of the Debtor's year end fiscal

9 Except as otherwise provided herein, the Debtor shall remain in quiet possession and enjoyment of the Property

10 If the Debtor shall default in the prompt payment or performance of any of the Obligations, or if the Debtor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under the Federal Bankruptcy Code, as amended or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for the Debtor or any of the Debtor's property shall be commenced by or against the Debtor, or if the Debtor shall fail punctually to observe or perform any of the terms, conditions or warranties contained in this Security Agreement or in any present or future agreement or instrument between the Debtor and the Secured Party, or if any of the warranties, covenants or representations made to the Secured Party be or become untrue or incorrect in any adverse respect, or if there is a change in the management or a change in control of the Debtor, or if the Secured Party at any time deems the security afforded by this Security Agreement unsafe, inadequate or at risk, then in any such event, all Obligations shall at once, at the option of the Secured Party, become immediately due and payable without notice to the Debtor, and in such event it shall be lawful for the Secured Party to take possession of the Property at any time, wherever it may be, and to enter any of the premises of the Debtor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Property, until sold, and to sell the Property or any part thereof and all of the Debtor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being hereby expressly waived by the Debtor, for cash or on credit, and on such terms as the Secured Party may in its sole discretion, elect, in such county and at such places as the Secured Party may elect and without having the Property at the place of sale. The Secured Party may bid or become the purchaser at any such sale and the Debtor hereby waives any and all rights of redemption from any such sale. The proceeds of any such sale shall be applied first to pay all costs, expenses and charges for pursuing, taking, removing, keeping, advertising and selling the Property, including attorneys' fees equal to either 25% of the unpaid Obligations or actual out-of-pocket expenses, whichever is larger, and second to the payment, partly or entirely, of any of the Obligations as the Secured Party may in its sole discretion elect, returning the excess, if any, to the Debtor, who shall remain liable to the Secured Party for any deficiency, and the Debtor hereby irrevocably consents to the appointment of a receiver for the Property and/or all other property of the Debtor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. The Debtor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against the Debtor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force.

11 Any notice of a sale, lease, other disposition of the Property or any other intended action required hereunder may be personally delivered or may be deposited in the United States mail postage prepaid and duly addressed to Secured Party or Debtor as may be the case at its principal place of business set forth above. If so delivered or mailed at least five (5) business days prior to such proposed action, any such notice shall be effective and constitute reasonable and fair notice to Debtor of any action Secured Party intends to take.

TERMS AND CONDITIONS OF SECURITY AGREEMENT (CONTINUED)

533 378 - C  
BOOK

12 Secured Party may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to the Debtor, appropriate and apply toward the payment of the Obligations any and all balances, sums, properly credits, deposits, accounts, reserves, collections, drafts, notes or checks which come into the possession of the Secured Party and which belong to or are owing to the Debtor and for any such purposes, endorse the name of the Debtor on any such instrument made payable to the Debtor for deposit, discount or collection. Such applications may be made or any monies paid to the Secured Party may be applied, without notice to the Debtor, partly or entirely to any of the Obligations as the Secured Party in its sole discretion may elect. The interest rates which are provided for hereof and in any note or other obligation secured hereby (the "Contract Rates") are based on the prime rate then in effect at City Bank on the date of the Debtor's initial application to the Secured Party with respect to this transaction. In the event that there should be one or more increases or decreases in such prime rate, the Contract Rates shall be increased or decreased, as the case may be, on the effective date thereof to the extent of \_\_\_\_\_% for each 25% change in such prime rate, however, in no event shall the Contract Rates be less than as stated herein or in any note or other obligation secured hereby and in no event shall any of the Contract Rates be more than the maximum interest rate permitted by applicable law.

13 If, after default by the Debtor in the payment, performance or fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable, the Secured Party fails to demand full payment or performance or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Secured Party to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Property, or to foreclose at any time this Security Agreement, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by the Secured Party of any payments subsequent to such default shall be deemed to be a waiver of any rights of the Secured Party. No delay or failure on the part of the Secured Party in exercising any right, remedy or option hereunder shall operate as a waiver of such or of any other right, remedy or option, and no waiver whatever shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth.

14 Books and records of the Secured Party containing entries with respect to the Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Debtor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Secured Party shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Security Agreement cannot be changed or terminated orally, shall be governed by New York law and is the entire agreement of the parties hereto regarding the subject matter hereof.

15 All of the rights, remedies, options and elections given to the Secured Party hereunder shall inure to the benefit of the Secured Party, any transferee or holder of this Security Agreement, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Security Agreement shall inure to the benefit of and bind the representatives, successors and assigns of the respective parties hereto.

16 If it should appear that any provisions hereof are in conflict with any statute or law of any jurisdiction wherein they may be sought to be enforced, then such provisions shall be deemed null and void to the extent that such provisions may conflict therewith, but without invalidating the remaining provisions hereof. This Agreement shall be governed by New York law.

IN WITNESS WHEREOF, Debtor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Secretary

David C. and Joan A. Stockett  
Debtor

By David C. Stockett  
Joan A. Stockett  
(Title)  
(Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss:

- 1 He is the \_\_\_\_\_ being duly sworn, deposes and says \_\_\_\_\_ of \_\_\_\_\_ the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement.
- 2 The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below) and the Debtor has the sole right and lawful authority to mortgage the same.
- 3 The Debtor is solvent and justly indebted in \_\_\_\_\_ ("Secured Party") in an amount not less than the amount stated in said Security Agreement, and there are no claims, offsets or defenses against the same.
- 4 There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.
- 5 Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, ss: \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify in said County before me personally appeared \_\_\_\_\_ to me personally known

(FOR INDIVIDUAL) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument, and being duly authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and to make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_, that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) \_\_\_\_\_ (Notary Public)

5332 379

275019

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)  
R.S. Leitch Company  
3173 Solomons Island Road  
Edgewater, MD 21037

2 Secured Party(ies) and Address(es)  
Motorola C & E  
P.O. Box 8788  
BWI Airport, MD 21240

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
#027790 0040 RM 711154  
10/20/88  
d

4 This financing statement covers the following types (or items) of property:  
All Motorola communications equipment and inventory hereafter  
acquired by debtor.  
|

5 Assignee(s) of Secured Party and Address(es)  
Associates Capital Services  
7240 Parkway Drive  
Suite 140  
Hanover, MD 21076

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

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

Filed with: NOT SUBJECT TO RECORDATION TAX

R.S. Leitch Company

Motorola C & E

By: W.M. Harlow Jr. Sec/Treas.  
William Harlow Signature(s) of Debtor(s) Secretary & Treasurer

By: Pat Serra  
Pat Serra Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

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 267568 recorded in Liber 512, Folio 144 on May 12, 1987 (date).

FORM 5032 380

1. DEBTOR(S):  
 Name(s): Davis Environmental Services, Inc.  
 Address(es): 1827 Mountain Road  
Baltimore, Maryland 21085

2. SECURED PARTY:  
 Name: Equitable Bank, National Association  
 Address: 100 S. Charles Street  
Baltimore, Maryland 21201  
Attention: Dennis L. Peters

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.  
George T. Gilmore  
207 West Seminary Avenue  
Lutherville, Maryland 21093

10.01  
.50  
RECEIVED  
R227630 0140 R04 111158  
10/20/88

10.00  
.50

9. DEBTOR:  
Davis Environmental Services, Inc.

SECURED PARTY:  
EQUITABLE BANK, National Association  
 By Richard K. Banks  
Richard K. Banks, Vice President  
 (Type Name and Title)

Law Offices  
**FRIEDMAN & FRIEDMAN**  
 900 Mercantile Bank Building  
 409 Washington Avenue  
 Towson, Maryland 21204

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. 263644 recorded in  
Liber 502, Folio 296 on Sept. 4, 1986 at Anne Arundel County  
Date Location

1. DEBTOR(S):  
Name(s) Thomas I. Baldwin  
Address(es) 647 Lakeland South, Severna Park, Md. 21146

2. SECURED PARTY:  
Name Maryland National Bank  
Address 10 Church Circle, Annapolis, Md. 21401

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

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

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

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

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

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

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

8.

5332  
381

RECORD FEE 10.00  
POSTAGE .50  
#396780 0055 R01 T12137  
10/20/89

9. SIGNATURES:  
*Thomas I. Baldwin*  
Thomas I. Baldwin

SECURED PARTY  
Maryland National Bank  
By *Harrell D. Copeland*  
Harrell D. Copeland, 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.

*O'Meara Properties, Inc.  
569 Baltimore-Annapolis Blvd.  
Severna Park, MD 21146*

10/10

533 382

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 412 FOLIO 97 ON 8/6/1979 (DATE)

1. DEBTOR

Name A. HEATH LIGHT AND MARGARET R. LIGHT, his wife  
Address 541 Overhill Drive, Edgewater, Maryland 21037

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION  
Address 7699 HARFORD ROAD, BALTIMORE, MARYLAND 21234

William M. Levy, Esq., 1507 Fidelity Bldg., Baltimore, Md. 21201  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) August 1, 2009

RECORD FEE 10.00  
POSTAGE .50  
#210920 0777 R03 T14:47  
10/20/88

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. <del>Partial</del> Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING known and designated as Lot No. 10 Block I as shown on the Plat entitled "A Resubdivision of Part of Holly Hill Harbor", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 69, folio 43.

Lot No. 10 Block I, "A Resubdivision Part of Holly Hill Harbor" First Assessment District of Anne Arundel County, State of Maryland. The improvements thereon being known as No. 541 Overhill Drive.

CARTERET SAVINGS BANK F.A.  
~~ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION~~

Dated 8-16-88

BY: [Signature]  
(Signature of Secured Party)  
John McCreary Vice President  
Type or Print Above Name on Above Line

Return to: CENTRAL MARYLAND TITLE COMPANY  
7310 RITCHIE HWY, SUITE 210  
GLEN BURNIE, MARYLAND 21061

15.00

88523

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1988

1. Debtor(s) { Chandler Point Corporation  
 Name or Names—Print or Type  
900 Ritchie Highway, Suite 201 Severna Park, MD 21146  
 Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
 Name or Names—Print or Type  
114 East Lexington Street Baltimore MD 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 checked="" type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>

Lot numbered (11) eleven as shown on the Plats entitled, "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive:

RECORD FEE 1.00  
 RECORD FEE 9.00  
 POSTAGE .50  
 #203290 0040 R03 T15:06  
 10/07/88

Dated: June 21, 1988

Provident Bank of Maryland  
 Name of Secured Party  
[Signature]  
 Signature of Secured Party  
 Vice President  
 Type or Print (Include Title if Company)

10/09

533-384

275033

4 <input checked="" type="checkbox"/> Filed for record in the real estate records		5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Aeronautical Radio, Inc. 2551 Riva Road Annapolis, MD 21401		2 Secured Party(ies) and address(es) New England Merchants Funding Corporation 28 State Street Boston, MA 02109	3 For Filing Officer (Date, Time, Number, and Filing Office)
7 This financing statement covers the following types (or items) of property: see attached Exhibit A Filed with: Anne Arundel County, MD			
Real Estate Located: 2551 Riva Rd., Annapolis, MD 21401 Owner: ARINC Incorporated This statement is to be indexed in the Real Estate records			
Whichever is Applicable (See Instruction Number 9)		<input checked="" type="checkbox"/> Products of Collateral are also covered.	
Aeronautical Radio, Inc. <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)		New England Merchants Funding Corporation <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)	

RECORD FEE 11.00  
 POSTAGE .50  
 RECEIVED 10/20/88

Filing Officer Copy - Alphabetical  
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

Exhibit A

BOOK 533 - 384 - A

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of June 8, 1988, between the above-named Secured Party, as Lessor, and the above-named Debtor, as Lessee, including, but not limited to radio transmission, electronic and telecommunications equipment and all accessions, additions, replacements, substitutions, and improvements thereto and therefor, and all proceeds, (including insurance proceeds) of and from said Equipment and Equipment Leasing Agreement.

Equipment to be located in the following locations:

1150 Chess Drive  
Foster City, CA 94404

2668 Waiwai Loop  
Honolulu, HI 96819

900 Lee Street  
Elk Grove Village, IL 60007

2551 Riva Road  
Annapolis, MD 21401

613 Johnson Avenue  
Bohemia, L.I., NY 11716

*Q 57*

0211C

533 385

275030

4 <input checked="" type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) ARINC Research Corporation 2551 Riva Road Annapolis, MD 21401	2 Secured Party(ies) and address(es) New England Merchants Funding Corporation 28 State Street Boston, MA 02109	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

see attached Exhibit A

Filed with Anne Arundel County, MD

Real Estate Located: 2551 Riva Rd, Annapolis, MD 21401  
Owner: ARINC Incorporated

RECORD FEE 11.00  
POSTAGE .50  
M227960 0040 104 115101  
10/20/88

This statement is to be indexed in the real estate records

Products of Collateral are also covered.

11-50 Whichever is Applicable (See Instruction Number 9)	ARINC Research Corporation <i>Kenneth S. Meyer</i> Signature(s) of Debtor (Or Assignor)	New England Merchants Funding Corporation <i>James E. [Signature]</i> Signature(s) of Secured Party (Or Assignee)
---	---	---

Exhibit A

BOOK 533 385 - A

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of June 8, 1988, between the above-named Secured Party, as Lessor, and the above-named Debtor, as Lessee, including, but not limited to computer equipment and all accessions, additions, replacements, substitutions, and improvements thereto and therefor, and all proceeds, (including insurance proceeds) of and from said Equipment and Equipment Leasing Agreement.

Equipment to be located in the following locations:

1150 Chess Drive  
Foster City, CA 94404

2668 Waiwai Loop  
Honolulu, HI 96819

900 Lee Street  
Elk Grove Village, IL 60007

2551 Riva Road  
Annapolis, MD 21401

613 Johnson Avenue  
Bohemia, L.I., NY 11716

639

0212C

533 386

275031

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)  
M. Kent Mewha M.D.  
2619 Ogleton Road  
Annapolis, MD 21403

2 Secured Party(ies) and address(es)  
IR TRISTATE CREDIT CORP.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, New York 10017

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

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

Debtor's limited partnership interest in Tri-State Retail Associates L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

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

11.00  
#227970 0040 R04 T15:02  
10/20/88

NOT SUBJECT TO RECORDATION TAX

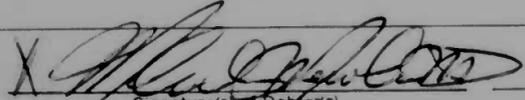
11.00

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

Filed with:

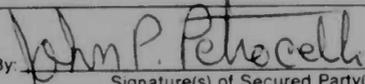
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

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

X   
Signature(s) of Debtor(s)

Title

IR TRISTATE CREDIT CORP.

By:  Att In Fact  
Signature(s) of Secured Party(ies)

Title

Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

5332 387

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 458 Page No. 586  
Identification No. 246108 Dated 2/8/83

1. Debtor(s) { Maryland Industrial Trucks, Incorporated  
Name or Names - Print or Type  
8232 Telegraph Road, Odenton, Maryland 21113  
Address - Street No., City - County State Zip Code

2. Secured Party { Mark Credit Corporation  
Name or Names - Print or Type  
P.O. Box 720, Long Beach, California 90801  
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 .30  
RECORDED COPY FOR 115-14  
10/20/88

10.50

Dated: 10-7-88

Mark Credit Corporation  
(Name of Secured Party)

ZT. [Signature]  
(Signature of Secured Party)

Asst. Sec.  
Type or Print (Include Title if Company)

HAG

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel )

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.  
  
Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.  
 ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.  
 CONTINUATION-ORIGINAL STILL EFFECTIVE  
 AMENDMENT  
 ASSIGNMENT  
 PARTIAL RELEASE OF COLLATERAL  
 TERMINATION

Name & address of Secured Party  
Sovran Bank, N.A.  
P. O. Box 231 (Corner King & Market Sts.)  
Leesburg, VA 22075  
ATTENTION: Tommie L. Critchfield

Name & address of Assignee  
  
RECORD FEE 11.00  
POSTAGE .50  
#220150 0040 104 115120  
10/20/88

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement  
Security 3 yearlings: Park Bay/Br. Colt out of Hold Your Peace (2/21/87); Gray Colt out of Play Fellow (2/21/87); and Bay Filly out of Seattle Song (2/26/87) which are kept at Woodbrook Farms, Orange, Virginia.

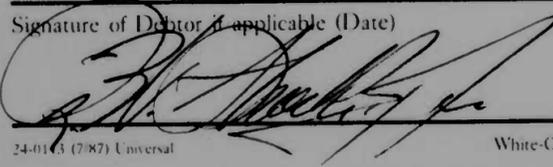
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

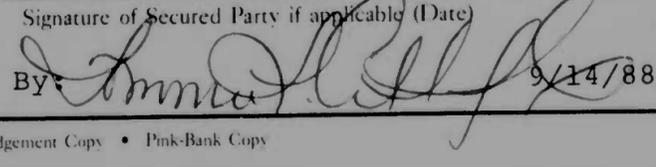
Describe Real Estate if applicable:

11.00  
5.00

Richard W. Shockey, Jr.

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)  


Signature of Secured Party if applicable (Date)  
BY:  9/14/88

5332 389

275033

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 Hardaway Company  
P O Box J  
Odenton, MD 21-13  
M-33002-1

(2) Secured Party(ies) (Name(s) And Address(es)):  
Alban Tractor Co Inc  
P O Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00  
POSTAGE .50  
RECORDED COPY 904 115121  
10/20/85

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

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

One (1) New Caterpillar Model #14G Motor Grader S/n 96U07293

NOT SUBJECT TO REGISTRATION TAX  
BY JUTILE "REGISTRATION TAX"

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
The Hardaway Company

Billy J. Clay Treasurer  
(By) *Billy J. Clay*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

(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

(1) Filing Officer Copy - Numerical *Billy Clay - Treasurer*

5332 390

275034

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): Gnau Construction Co., Inc. P.O. Box 3844 Crofton, MD 21114  M-33543-1	(2) Secured Party(ies) (Name(s) And Address(es): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237.	RECORD FEE 11.00 POSTAGE \$ #20190 (140) PW 715122 10/20/88 d	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)		For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property.  On e(1) New Caterpillar Model 963LGP Track Loader S/N: 21Z02051		NOT SUBJECT TO RECORDATION TAX M. SUTTLE	
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. AA			
(6) Signatures: Debtor(s) Gnau Construction Co., Inc.  (By) <u>Alan Gnau President</u> Standard Form Approved by N.C. Sec. of State and other states shown above. 11-68	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	UCC-1	

5332 391

275035

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	RECORD FEE 11.00 POSTAGE .50 #220200 0040 104 115123 10/20/98
(1) Debtor(s) (Last Name First) and Address(es): Ebersberger Contracting, Inc. P. O. Box 605 Arnold, MD 21012 M-33382-1	(2) Secured Party(ies) (Name(s) And Address(es)): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237.		For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):		

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) Caterpillar Model #953 Track Loader S/N 20Z01701

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered.

Anne Arundel

(6) Signatures: Debtor(s)  
Ebersberger Contracting, Inc.  
Michael Ebersberger - Pres.  
(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

11.00 Filing Office Copy - Nonattested

STATE OF MARYLAND

275036

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 JAS Trucking, Inc.  
Address 5262 Solomons Island Road, Lothian, MD 20711

2. SECURED PARTY

Name Sequa Financial Corporation  
Address 420 Lexington Avenue  
New York, New York 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)

Name and address of Assignee

ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLES, STOCKS, BONDS AND ASSETS AS DESCRIBED IN ATTACHED INSTRUMENTS AND ANY SCHEDULE PREPARED IN CONNECTION HEREWITH THIS U.C.C. FORM TOGETHER WITH INSTRUMENTS AND SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT

CHECK  THE LINES WHICH APPLY

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

17.00  
.50

RECORD FEE 17.00  
LUBS/ST/DE .50  
REC'D 10 04 00 PM 115124  
10/20/88

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

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

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

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

Sequa Financial Corporation  
(Signature of Secured Party)  
*[Handwritten Signature]*  
Type or Print Above Signature on Above Line

SCHEDULE 'A'

BOOK 533 392 - A

This schedule is attached to and shall become part of the (Conditional Sales Contract) (Security Agreement) (Promissory Note(s)) (Lease) (U.C.C.) dated \_\_\_\_\_, 19\_\_\_\_ between the undersigned.

Payable in 36 equal monthly installments of \$ 1,080.00 over a period of 44 months, the first installment being due and payable NOV 05, 1988 and a like payment on the same date of each and every month except for the months of January and February when payments of \$ 334.00 will be made until loan is fully paid.

EQUIPMENT

(1) 1986 Mack Tandem Truck RD 686, S/N 1M2P138C8GA013753

The undersigned hereby confirm that this schedule is correct.

Sequa Financial Corp.  
Seller, Secured Party or Lessor  
By [Signature] Title

JAS Trucking, Inc.  
Purchaser, Debtor or Lessee  
By Joan A. Abbott, Pres. Title



Sequa Financial Corporation

Dated: \_\_\_\_\_ 19\_\_\_\_

SECURITY AGREEMENT

BOOK 533 392 - B

SECURITY AGREEMENT made by and between JAS Trucking, Inc. corporation, (the "Debtor") with its principal place of business at 5262 Solomons Island Road, Lothian, MD 20711 and Sequa Financial Corporation a New York corporation (the "Secured Party"), with its principal place of business at 420 Lexington Avenue, New York, New York 10170

In consideration of the Secured Party's agreement to make a loan to the Debtor in the amount of Forty One Thousand Five Hundred Fifty Two Dollars and Zero Cents Dollars (\$ 41,552.00 ) which loan is represented by a certain promissory note or notes of even date herewith, and also to secure the payment performance and fulfillment of such indebtedness and any and all other Obligations (as hereinafter defined in paragraph 3 hereof) of Debtor to Secured Party Debtor hereby grants a security interest to secured party in the goods and property described in the annexed Schedule A and all other goods and property of every kind and nature, including, but not limited to machinery, equipment, vehicles, furniture, furnishings, fixtures, all items of intangible property, accounts, inventory and receivables, wherever located, now or hereafter belonging to Debtor (all such goods, chattels and property being hereinafter referred to as the "Property"), to have and to hold the same unto Secured Party forever.

"Obligations" as used herein shall mean the indebtedness of the Debtor to the Secured Party hereinabove specifically set forth in Paragraph "1" hereof and also any and all other extensions of credit, loans, endorsements, guaranties, and financial accommodations heretofore or hereafter made or extended by the Secured Party or which the Secured Party has or will become obligated to make or extend to or for the account of the Debtor, and any and all interest, commissions, indebtedness, liabilities, charges and expenses heretofore or hereafter chargeable against the Debtor by the Secured Party or owing by the Debtor to the Secured Party or upon which the Debtor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between the Debtor and the Secured Party or otherwise, and the amount due upon any notes or other obligations given to or received by the Secured Party for or on account of any of the foregoing, and the performance and fulfillment by Debtor of all terms and conditions, contained in this Security Agreement and in any note or notes secured hereby and in any present or future agreement or instrument between the Debtor and Secured Party.

Debtor hereby warrants and represents to the Secured Party that (a) the Property referred to in the attached Schedule A is in the possession of the Debtor at 5262 Solomons Island Road, Lothian County of Anne Arundel State of Maryland (b) all of the Obligations are secured by this Security Agreement and

(c) Debtor will timely pay and perform all of the Obligations, with late interest thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day, except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate, plus a one time late charge payable in the event any sum owed Secured Party by Debtor is not paid when due in an amount equal to the greater of \$100 or 5% of such sum, except where such late charge is in excess of the maximum permitted by applicable law in which event the charge shall be the maximum lawful charge.

- Debtor further warrants and represents that: (a) Secured Party's security interest in each of the items of property is now and shall at all times constitute a perfected, choate, first security interest in such property; (b) Secured Party's security interest in each item of property is not now and shall not become subordinate or junior to the security interest, lien, encumbrance or claim of any person; (c) Debtor will keep the Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Debtor, at its own cost and expense, will keep the property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Debtor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Property without the prior written consent of the Secured Party. The Secured Party is hereby authorized to file on behalf of the Debtor one or more financing statements with respect to the Property or in lieu of such financing statement a copy of this agreement; (d) Debtor is the lawful owner of the Property and it is free and clear of all liens and encumbrances of every kind (except any held by the Secured Party), and Debtor will warrant and defend the property against all claims and demands of all persons; (e) Debtor will insure the Property against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and such other hazards as requested by Secured Party. The amounts and insurance policies will be acceptable to the Secured Party. The proceeds of such insurance policies will be payable to the Secured Party, and all premiums thereon shall be paid by Debtor and the policies assigned and delivered to the Secured Party. Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein or therein; (f) Debtor shall comply (so far as may be necessary to protect the Property and the lien of this Security Agreement) with all of the terms and conditions of leases covering the premises wherein the Property is located and with any orders, ordinances, laws or statutes of any city, county, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and where requested by the Secured Party, will correct any errors or execute any written instruments, and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument; (g) Debtor will not remove the Property from its present location without the prior written consent of the Secured Party and at all times shall allow the Secured Party access to and the right of inspection of the Property, which shall remain personally and not become part of any realty, and nothing shall prevent the Secured Party from removing the same or so much thereof as the Secured Party, in its sole discretion, may determine, from any premises to which it may be attached upon breach of this Security Agreement. Debtor hereby agrees to deliver to the Secured Party appropriate waivers, satisfactory to the Secured Party, of any and all owners and/or mortgagees of any such premises; (h) the execution and delivery of this Security Agreement has been duly consented to and authorized by the stockholders and Board of Directors of the Debtor if the Debtor is a corporation. Debtor hereby agrees to deliver to the Secured Party confirmation of same; (i) Debtor will indemnify and save harmless Secured Party from all damage, losses, liability or expense, including, but not limited to, reasonable attorneys' fees, that the Secured Party may incur in order to secure or obtain performance or fulfillment of any of the Obligations, Payment or foreclosure of this Security Agreement or in the prosecution or defense of any action or proceeding either against the Debtor or against the Secured Party regarding any matter arising out of this Security Agreement and the Obligations or Property.

If the Debtor shall default in the performance or fulfillment of any of the terms, conditions or warranties to be performed or fulfilled by the Debtor under or pursuant to this Security Agreement, the Secured Party may, at its option, without waiving its rights to enforce this Security Agreement according to its terms, immediately or at any time thereafter, and without notice to or demand upon the Debtor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of the Debtor, and the cost and expense thereof (including, but not limited to, reasonable attorneys' fees) shall be a lien on the Property, added to the amount of the Obligations, and shall be payable on demand with interest at the per diem interest rate specified in Paragraph 3 hereof.

This Security Agreement may be assigned along with any and all Obligations without notice to the Debtor, and upon such assignment, the Debtor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross-complaint which the Debtor may have against the Secured Party, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as the Debtor.

The Debtor hereby designates and appoints the General Counsel of Sequa Capital Corporation, 420 Lexington Avenue, NY, NY 10170 as the Debtor's true and lawful attorney-in-fact and agent for the Debtor and in the Debtor's name, place and stead to accept service of any process within the state of New York. The Secured Party hereby agrees to notify the Debtor at the Debtor's address, as shown hereon, by certified mail within three (3) days of such service having been effected.

**SECURITY AGREEMENT**

BOOK 533 392 - B

SECURITY AGREEMENT made by and between JAS Trucking, Inc.  
corporation (the "Debtor") with its principal place of business at 5262 Solomons Island Road, Lothian, MD 20711  
and Sequa Financial Corporation, a New York corporation (the "Secured Party") with its principal place of business at 420 Lexington Avenue,  
New York, New York 10170

In consideration of the Secured Party's agreement to make a loan to the Debtor in the amount of Forty One Thousand Five Hundred  
Fifty Two Dollars and Zero Cents Dollars (\$ 41,552.00 ) which loan is represented by a certain  
promissory note or notes of even date herewith and also to secure the payment, performance and fulfillment of such indebtedness and any and all other Obligations (as hereinafter defined in paragraph 3 hereof) of  
Debtor to Secured Party, Debtor hereby grants a security interest in secured party in the goods and property described in the annexed Schedule A and all other goods and property of every kind and nature, including,  
but not limited to machinery, equipment, vehicles, furniture, furnishings, fixtures, all items of intangible property, accounts, inventory and receivables, wherever located, now or hereafter belonging to Debtor (all such  
goods, chattels and property being hereinafter referred to as the "Property"), to have and to hold the same unto Secured Party forever.

"Obligations" as used herein shall mean the indebtedness of the Debtor to the Secured Party hereinabove specifically set forth in Paragraph "1" hereof and also any and all other extensions of credit,  
loans, endorsements, guaranties, and financial accommodations heretofore or hereafter made or extended by the Secured Party or which the Secured Party has or will become obligated to make or extend to or for the  
account of the Debtor, and any and all interest, commissions, indebtedness, liabilities, charges and expenses heretofore or hereafter chargeable against the Debtor by the Secured Party or upon which the Debtor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any  
present or future agreement or instrument between the Debtor and the Secured Party or otherwise, and the amount due upon any notes or other obligations given to or received by the Secured Party for or on account of  
any of the foregoing, and the performance and fulfillment by Debtor of all terms and conditions, contained in this Security Agreement and in any note or notes secured hereby and in any present or future agreement or  
instrument between the Debtor and Secured Party.

Debtor hereby warrants and represents to the Secured Party that (a) the Property referred to in the attached Schedule A is in the possession of the Debtor at 5262 Solomons  
Island Road, Lothian County of Anne Arundel  
State of Maryland

(b) all of the Obligations are secured by this Security Agreement and  
(c) Debtor will timely pay and perform all of the Obligations, with late interest thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/5 of 1% per day, except where such rate is in excess  
of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate, plus a one time late charge payable in the event any sum owed Secured Party by Debtor is not paid when due in  
an amount equal to the greater of \$100 or 5% of such sum, except where such late charge is in excess of the maximum permitted by applicable law in which event the charge shall be the maximum lawful  
charge.

Debtor further warrants and represents that:

- (a) Secured Party's security interest in each of the items of property is now and shall at all times constitute a perfected, chattel, first security interest in such property.
- (b) Secured Party's security interest in each item of property is not now and shall not become subordinate or junior to the security interest, lien, encumbrance or claim of any person.
- (c) Debtor will keep the Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind. Debtor, at its own cost and expense, will keep the property in a good state of  
repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Debtor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Property without  
the prior written consent of the Secured Party. The Secured Party is hereby authorized to file on behalf of the Debtor one or more financing statements with respect to the Property, in lieu of such financing statement,  
a copy of this agreement.
- (d) Debtor is the lawful owner of the Property and it is free and clear of all liens and encumbrances of every kind (except any held by the Secured Party), and Debtor will warrant and defend the  
property against all claims and demands of all persons.

(e) Debtor will insure the Property against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and such other hazards as requested by Secured Party. The amounts and  
insurance policies will be acceptable to the secured Party. The proceeds of such insurance policies will be payable to the Secured Party, and all premiums thereon shall be paid by Debtor and the policies assigned and  
delivered to the Secured Party. Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts  
received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein or therein.

(f) Debtor shall comply (so far as may be necessary to protect the Property and the lien of this Security Agreement) with all of the terms and conditions of leases covering the premises wherein the  
Property is located and with any orders, ordinances, laws or statutes of any city, county, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon,  
and, where requested by the Secured Party, will correct any errors or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(g) Debtor will not remove the Property from its present location without the prior written consent of the Secured Party, and at all times shall allow the Secured Party access to and the right of  
inspection of the Property, which shall remain personally and not become part of any realty, and nothing shall prevent the Secured Party from removing the same or so much thereof as the Secured Party, in its sole  
discretion, may determine, from any premises to which it may be attached upon breach of this Security Agreement. Debtor hereby agrees to deliver to the Secured Party appropriate waivers, satisfactory to the  
Secured Party, of any and all owners and/or mortgagees of any such premises.

(h) the execution and delivery of this Security Agreement has been duly consented to and authorized by the stockholders and Board of Directors of the Debtor if the Debtor is a corporation. Debtor  
hereby agrees to deliver to the Secured Party confirmation of same.

(i) Debtor will indemnify and save harmless Secured Party from all damage, losses, liability or expense, including, but not limited to, reasonable attorneys' fees, that the Secured Party may incur in  
order to secure or obtain performance or fulfillment of any of the Obligations, Payment or foreclosure of this Security Agreement or in the prosecution or defense of any action or proceeding either against the Debtor or  
against the Secured Party regarding any matter arising out of this Security Agreement and the Obligations or Property.

If the Debtor shall default in the performance or fulfillment of any of the terms, conditions or warranties to be performed or fulfilled by the Debtor under or pursuant to this Security Agreement, the  
Secured Party may, at its option, without waiving its rights to enforce this Security Agreement according to its terms, immediately or at any time thereafter, and without notice to or demand upon the Debtor, perform or  
fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of the Debtor, and the cost and expense thereof (including, but not limited to, reasonable  
attorneys' fees) shall be a lien on the Property, added to the amount of the Obligations, and shall be payable on demand with interest at the per diem interest rate specified in Paragraph 3 hereof.

This Security Agreement may be assigned along with any and all Obligations, without notice to the Debtor, and upon such assignment, the Debtor agrees not to assert against any assignee hereof any  
defense, set-off, recoupment, claim, counterclaim or cross-claim which the Debtor may have against the Secured Party, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the  
same rights as the Debtor.

7 The Debtor hereby designates and appoints the General Counsel of Sequa Capital Corporation, 420 Lexington Avenue, NY, NY 10170 as the Debtor's true and lawful attorney-in-fact and agent for  
the Debtor and in the Debtor's name, place and stead to accept service of any process within the state of New York. The Secured Party hereby agrees to notify the Debtor at the Debtor's address, as shown herein, by  
certified mail within three (3) days of such service having been effected.

8 Debtor will furnish to the Secured Party two (2) copies of its current financial statements and related information, and annually within 90 days of the Debtor's year end fiscal

9 Except as otherwise provided herein, the Debtor shall remain in quiet possession and enjoyment of the Property

10 If the Debtor shall default in the prompt payment or performance of any of the Obligations, or if the Debtor shall cease doing business, or shall become insolvent, or make an assignment for the benefit  
of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under the federal Bankruptcy Code, as amended or proceedings for the appointment of a receiver, trustee, liquidator, or  
custodian for the Debtor or any of the Debtor's property shall be commenced by or against the Debtor, or if the Debtor shall fail punctually to observe or perform any of the terms, conditions or warranties contained in  
this Security Agreement or in any present or future agreement or instrument between the Debtor and the Secured Party, or if any of the warranties, covenants or representations made to the Secured Party be or  
become untrue or incorrect in any adverse respect, or if there is a change in the management or a change in control of the Debtor, or if the Secured Party at any time deems the security afforded by this Security  
Agreement unsafe, inadequate or at risk, then in any such event, all Obligations shall at once, at the option of the Secured Party, become immediately due and payable without notice to the Debtor, and in such event it  
shall be lawful for the Secured Party to take possession of the Property at any time, wherever it may be, and to enter any of the premises of the Debtor with or without process of law, and search for take possession of,  
remove, or keep and store the same in said premises, without liability for trespass or charge for storage of the Property, until sold, and to sell the Property or any part thereof and all of the Debtor's equity of  
redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being hereby expressly waived by the Debtor, for cash or on credit, and on such terms as the Secured Party  
may, in its sole discretion, elect, in such county and at such places as the Secured Party may elect and without having the Property at the place of sale. The Secured Party may bid or become the purchaser at any such  
sale and the Debtor hereby waives any and all rights of redemption from any such sale. The proceeds of any such sale shall be applied first to pay all costs, expenses and charges for pursuing, taking, removing,  
keeping, advertising and selling the Property, including attorneys' fees equal to either 25% of the unpaid Obligations or actual out-of-pocket expenses, whichever is larger, and second to the payment, partly or  
entirely, of any of the Obligations as the Secured Party may in its sole discretion elect, returning the excess, if any, to the Debtor, who shall remain liable to the Secured Party for any deficiency, and the Debtor hereby  
irrevocably consents to the appointment of a receiver for the Property and/or all other property of the Debtor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such  
deficiency is satisfied in full. The Debtor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against the Debtor (except in any jurisdiction where such action is not  
permitted by law) for all unpaid balances due under the Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any  
and all appraisal, stay or exemption laws then in force.

11 Any notice of a sale, lease, other disposition of the Property or any other intended action required hereunder may be personally delivered or may be deposited in the United States mail postage prepaid  
and duly addressed to Secured Party or Debtor as may be the case at its principal place of business set forth above. If so delivered or mailed at least five (5) business days prior to such proposed action, any such  
notice shall be effective and constitute reasonable and fair notice to Debtor of any action Secured Party intends to take.

TERMS AND CONDITIONS OF SECURITY AGREEMENT (CONTINUED)

BOOK 533 PAGE 392 - C

12 Secured Party may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to the Debtor, appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks which come into the possession of the Secured Party and which belong to or are owing to the Debtor, and for any such purposes, endorse the name of the Debtor on any such instrument made payable to the Debtor for deposit, discount or collection. Such applications may be made or any monies paid to the Secured Party may be applied, without notice to the Debtor, partly or entirely to any of the Obligations as the Secured Party in its sole discretion may elect. The interest rates which are provided for herein and in any note or other obligation secured hereby (the "Contract Rates") are based on the prime rate then in effect at Citibank on the date of the Debtor's initial application to the Secured Party with respect to this transaction. In the event that there should be one or more increases or decreases in such prime rate, the Contract Rates shall be increased or decreased, as the case may be, on the effective date thereof to the extent of \_\_\_\_\_% for each .25% change in such prime rate; however, in no event shall the Contract Rates be less than as stated herein or in any note or other obligation secured hereby and in no event shall any of the Contract Rates be more than the maximum interest rate permitted by applicable law.

13 If, after default by the Debtor in the payment, performance or fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable, the Secured Party fails to demand full payment or performance or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Secured Party to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Property, or to foreclose at any time this Security Agreement, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by the Secured Party of any payments subsequent to such default shall be deemed to be a waiver of any rights of the Secured Party. No delay or failure on the part of the Secured Party in exercising any right, remedy or option hereunder shall operate as a waiver of such or of any other right, remedy or option, and no waiver whatever shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth.

14 Books and records of the Secured Party containing entries with respect to the Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Debtor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Secured Party shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Security Agreement cannot be changed or terminated orally, shall be governed by New York law and is the entire agreement of the parties hereto regarding the subject matter hereof.

15 All of the rights, remedies, options and elections given to the Secured Party hereunder shall inure to the benefit of the Secured Party, any transferee or holder of this Security Agreement, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Security Agreement shall inure to the benefit of and bind the representatives, successors and assigns of the respective parties hereto.

16 If it should appear that any provisions hereof are in conflict with any statute or law of any jurisdiction wherein they may be sought to be enforced, then such provisions shall be deemed null and void to the extent that such provisions may conflict therewith but without invalidating the remaining provisions hereof. This Agreement shall be governed by New York law.

IN WITNESS WHEREOF, Debtor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Secretary \_\_\_\_\_ JAS Trucking, Inc. Debtor
By Joan A. Storkell, Pres (Title) (Corporate Seal)

AFFIDAVIT OF DEBTOR

STATE OF Maryland }
COUNTY OF Prince George } ss.
Joan A. Storkell
1 He is the President of JAS Trucking Inc
being duly sworn, deposes and says
the corporation (hereinafter called the "Debtor") described in and which executed the foregoing Security Agreement

2 The Debtor is the sole owner and in possession of the goods and property mentioned and described in the foregoing Security Agreement. Said goods and property are free of all liens and encumbrances of whatever kind, nature and description (except for any held by the Secured Party referred to below), and the Debtor has the sole right and lawful authority to mortgage the same.

3 The Debtor is solvent and justly indebted to Equa Financial (hereinafter called the "Secured Party") in an amount not less than the amount stated in said Security Agreement and there are no claims, offsets or defenses against the same.

4 There are no judgments against the Debtor, and no attachment or execution is now outstanding against any of the debtor's property. No receiver of the Debtor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting the Debtor, nor have there ever been any such proceedings affecting the Debtor, and no assignment for the benefit of creditors has been made by the Debtor.

5 Deponent makes this affidavit realizing that the Secured Party is being induced thereby to lend the Debtor the amount stated in said Security Agreement in reliance upon the truth of the statements contained herein, and this affidavit is made to induce the Secured Party to make such loan.

Sworn to before me this 4 day of October 19 88
Notary Public Cindy A Burns

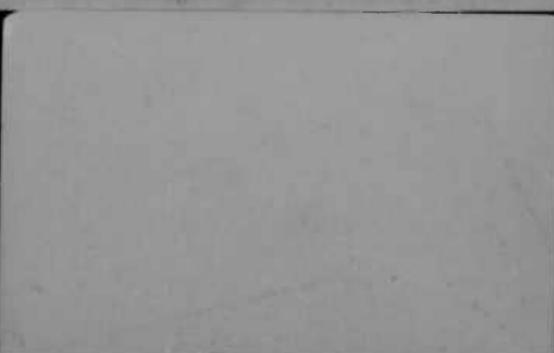
ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, ss:
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify in said County before me personally appeared \_\_\_\_\_ to me personally known

(FOR INDIVIDUAL) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(FOR PARTNERSHIP) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument bearing the date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(FOR CORPORATION) to be the identical person who signed the within and foregoing instrument in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument, and being duly authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and to make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) \_\_\_\_\_ (Notary Public)



533 393

\$5.00  
275037

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

1. DEBTOR (LAST NAME FIRST) Henschel, Dana Charles		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 218-56-4285	
1B. MAILING ADDRESS 513 Norton Lane	1C. CITY, STATE Arnold, MD	1D. ZIP CODE 21012	
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	
1G. ZIP CODE			
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST) Henschel, Ellen L.		2A. SOCIAL SECURITY OR FEDERAL TAX NO. 186-42-3841	
2B. MAILING ADDRESS 513 Norton Lane	2C. CITY, STATE Arnold, MD	2D. ZIP CODE 21012	
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	
2G. ZIP CODE			
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	
		4B. ZIP CODE	
5. SECURED PARTY NAME Western Federal Credit Union MAILING ADDRESS 9323 Bellanca Avenue CITY Los Angeles STATE CA 90045-4729 ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO. 95-6056275	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		6A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO.	

7 This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown)

personal computer system SMP-286 serial #100181 purchase price \$3,131.00

RETURN FEE 12.00  
 RETURN TAX 24.50  
 POSTAGE .50  
 \$28,220.00 0040 RM 715425  
 10/20/88

12.00  
 24.50  
 50  
 37.00

8. Check  if Applicable

A  Proceeds of collateral are also covered

B  Products of collateral are also covered

C  Proceeds of above described original collateral in which a security interest was perfected

D  Collateral was brought into this State subject to security interest in another jurisdiction

9. (Date) 074 1988

By: Ellen L. Henschel Dana C. Henschel  
SIGNATURE(S) OF DEBTOR(S) (TITLE)

By: Janet R. Mroczek Branch Manager  
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

10. This Space for Use of Filing Officer (Date, Time, File Number and Filing Officer)

1  
2  
3  
4  
5  
6  
7  
8  
9

11. **Return Copy to**

NAME Western Federal Credit Union  
ADDRESS 9323 Bellanca Avenue  
CITY, STATE AND ZIP Los Angeles, CA 90045-4729

(1) FILING OFFICER COPY  
STANDARD FORM—FILING FEE \$2.00 UNIFORM COMMERCIAL CODE—FORM UCC-1  
Approved by the Secretary of State

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275038

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 BOWIE, McKinley H.

Address 214 Berlin Ave Baltimore, MD 21225

2. SECURED PARTY

Name MIDLANTIC LEASING COMPANY

Address 300 HILTON PLAZA, 1726 REISTERSTOWN RD., BALTIMORE, MD 21208

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

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

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

one (1) 1971 Mack Model R686 Dump Truck

including but not limited to 15' Steel dump body Mack 237 engine, and 6 speed transmission

No 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)

RECORD FEE 11.00  
R226230 6040 104 115/26  
10/20/00

*[Handwritten mark]*

McKinley H. Bowie  
(Signature of Debtor)

McKinley H. Bowie  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.  
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

1100

5332 395

275039

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)  
Collins, Laurie  
(an Individual)  
7390 So. Eldon Ct.  
Hanover, MD 21076

2 Secured Party(ies) and address(es)  
Xscribe Corporation  
6160 Cornerstone Court East  
San Diego, CA. 92121

3 Maturity date (if any):

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

12.03

POSTAGE

.50

RECORDED 0040 104 115:27

10/20/88

*d*

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

Mini 4662, 4099  
Xtend 23027

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

U S WEST Financial  
Services, Inc.  
11600 College Blvd., #200  
Overland Park, KS 66210

Maryland Recordation tax is not required. conditional sales  
agreement

12.00

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:

Laurie Collins

Xscribe Corporation

By: *Laurie F. Collins*  
Signature(s) of Debtor(s)

Secured Party: Cheri Emers **ATTORNEY IN FACT**

By: *Cheri Emers*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

533 396

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. 258621 recorded in Liber 496, Folio 66 on 9/27/85 at Anne Arundel County

1. DEBTOR(S): Autorama Sales, Incorporated dba Feltman's High Performance Boats  
 ADDRESS(ES): 2820 Solomons Island Road Edgewater, Maryland 21037

2. SECURED PARTY: Horizon Creditcorp ATTENTION: \_\_\_\_\_  
 ADDRESS: 7 East Frederick Place Cedar Knolls, New Jersey 07927

2a. Person and address to whom Statement is to be mailed:  
 Maryland National Bank, Attention: \_\_\_\_\_, Mailstop: \_\_\_\_\_

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

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

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

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

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

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

8. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#310580 C277 R02 T08:49  
10/21/88

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

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

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

SECURED PARTY: Horizon Creditcorp.

BY: [Signature] V.P. (SEAL)

Ronald Mayer  
(Type Name and Title)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

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. 251423 recorded in Liber 472, Folio 20 on 3/28/84 at Anne Arundel County

1. DEBTOR(S): Michael L. Mann, D.D.S. ADDRESS(ES): 1410 Crain Highway, N.W., Glen Burnie, Maryland 21061 2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU ADDRESS: MAILSTOP: 022801; 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. [X] 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. [X] 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. [X] 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. [X] Subject to Recordation Tax on an initial debt in the principal amount of \$ 7,500.00. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co \$56.00 10/17/88. 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. ADD: All Equipment. All of the Grantor's equipment, 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.

RECORD FEE 11.00 RECORD TAX 52.50 POSTAGE 70

DEBTOR(S): Michael L. Mann, D.D.S. BY: Michael L. Mann (SEAL) Michael L. Mann 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: Ronald E. Lindbeck, Assistant Vice President (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

RECORDING COST \$115.12 10/20/88

207-126 REV. 4-78

11.00 52.50 .50

2675916-0001-143477

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

BOOK 533 PAGE 397-A

Date: 10/4/88

TO: CLERK

RE: Michael L. Mann, DDS

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- |    |  |    |                  |
|----|--|----|------------------|
| 1. | Value of exempt Collateral                                 | \$ | <u>61,000.00</u> |
| 2. | Value non-exempt Collateral                                | \$ | <u>25,000.00</u> |
| 3. | Value of Total Collateral                                  | \$ | <u>86,000.00</u> |
| 4. | Computation of Amount of Debt Exempt from Recordation Tax: |    |                  |

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ <u>61,000.00</u>		X \$ <u>25,000.00</u>	=	\$ <u>17,500.00</u>
\$ <u>86,000.00</u>				

5.	Loan Amount	-	<u>Amount of Debt Exempt from Tax</u>	=	<u>Amount of Non-Exempt Debt</u>
	\$ <u>25,000.00</u>	-	\$ <u>17,500.00</u>	=	\$ <u>7,500.00</u>

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	X	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
\$ <u>7,500.00</u>	X	\$ <u>7.00</u>	=	\$ <u>56.00</u>

By: Michael L. Mann DDS  
Michael L. Mann, DDS

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489

Page No. 153

Identification No. 258245

Dated August 30, 1985

1. Debtor(s) { Norman M. and Rose Marie Nichols  
Name or Names—Print or Type  
403 Sycamore Road, Linthicum, MD 21090 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

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

RECORD FEE 10.00  
POSTAGE .50  
M392220 C345 R01 T10450  
GKI 10/21/89

Dated: July 11, 1988

Sears, Roebuck and Company  
Name of Secured Party

  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275023

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

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

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

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

1. ~~DEBTOR~~ Lessee

Name Consumers Distributing Inc.
Address 205 Campus Plaza, Edison, NJ 08837

2. ~~SECURITY PARTY~~ Lessor

Name The CIT Group/Equipment Financing, Inc.
Address 8 Stamford Forum, Stamford, CT 06901

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

3. Maturity date of obligation (if any)

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

The property described in Exhibit A attached hereto and made a part hereof, and all accessions, additions and attachments thereto, and replacements and substitutions therefor, and all proceeds (including proceeds of (insurance) of any of the foregoing. Lessee has no power to sell, transfer or otherwise dispose of said property. THIS FILING IS FOR INFORMATION PURPOSES ONLY, as the property covered thereby is subject to the lease transaction.

RECORD FEE 81.00
RECORD TAX 364.00
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)

Total indebtedness in Anne Arundel Co. = \$51,786.49
6064 102 Anne Arundel Co., MD

81.00
364.00
445.50

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

(Signature of Lessee)

Consumers Distributing Inc.
Type or Print Above Name on Above Line

(Signature of Lessee)

Type or Print Above Signature on Above Line

(Signature of Lessor)

The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

81-364-50

102

205 Campus Plaza  
Edison, New Jersey 08837

LEASE # 3911

LESSOR: Commercial Fundir  
230 Park Avenue  
New York, New York

DATE 11/12/84

**Book 533 Page 400**

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: ALBEE SIGN CO.

Consumer Dist. 1196  
2 West Circle  
Valley Stream, NY

One 1 Set of (3) three feet high H-type illuminated letters

Two 2 Sets of three (3) feet high illuminated letters on two (2) 5'x30' aluminum backgrounds

One 1 Set of thirty (30) inch high illuminated letters on trough

Consumer Dist. 1189  
89-15 Northern Blvd.  
Jackson Heights, NY

Two 2 Sets of Red plastic letters

BY: SLAYBAUGH ENTERPRISES, LTD.

Consumer Dist. 1192  
7930 Eastern Blvd.  
Baltimore, MD.

Six 6 NCR Model 52 Cash Registers

BY: VI-COM SECURITY CORP.

Consumer Dist.  
205 Campus Plaza  
Edison, NJ

One 1 Ring Room CCTV System including:  
14 RCA TC1502 w/appropriate lens  
1 Panasonic NV8050 VCR  
14 V110AWM Camera mounts  
1 V1516S 15 position switcher  
2 RCA TC1112 12" monitors  
1 V154LS 4 position looping switcher

BY: A.J. JERSEY, INC.

C.D. - 120 Northfield Ave.  
Edison, NJ

Partitioning as follows:  
Twenty-seven (27) Lineal Feet 68" All Steel  
Three (3) Roll up cabinets 60"  
Three (3) Brackets  
Four (4) Lights & shields  
One (1) Roll up cabinet 30"  
One (1) Work surface 36"  
One (1) Pedestal draw

and all additions, substitutions, betterments and appurtenance. of whatever description or nature whether now owned or hereafter acquired.

Consumers Distributing Co., Ltd.

*[Handwritten signature]*

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837 *Book 533 page 401*

PAGE 1 OF 19

LEASE # \_\_\_\_\_

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

DATE            /            /           

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: A.J. JERSEY, INC.

Consumers *closed*  
4501 Northern Boulevard  
Long Island City, NY

One (1) Crown Lift Truck Model 20MT-100  
S/N #X34512  
Four (4) Crown Hand Pallet Trucks Model PTH-27-48  
S/N #3-176527, 3-176528, 3-176529 & 3-176530

BY: BENNETT

Consumers  
205 Campus Plaza  
Edison, NJ 08817

Two (2) Standard Arm chairs  
One (1) Storage Cabinet Beige 2 doors with  
lock & adjustable shelves  
Three (3) Secretarial Desk Chairs brown combo no arms  
One (1) Executive Swivel Tilt Chair chrome brown vinyl  
back with fabric seat walnut arms  
One (1) Secretarial Desk with center drawer main desk  
Section 60x30 with return 40x20 RH return  
beige walnut chrome legs  
One (1) Secretarial desk chair brown combo no arms  
One (1) High Back Arm Swivel tilt chair #DL-659 Brown  
Six (6) Sled base matching guest arm chairs #DL659 Brown  
One (1) Library type bookcase

BY: CAL-NEON SIGNS

Consumers  
10081 Adams Street  
Huntington Beach, CA.

Two (2) Sets F.C.O. Letters (red) with gold 3/4"

BY: COUNTY NEON SIGN CORPORATION

Consumers  
Sunvet Mall  
Holtbrook, NY *1138*  
Sunrise Hwy. & Veterans  
Memorial Hwy.

One (1) 4' U-channel neon letter sign  
One (1) 2'6" U-channel neon letter sign

BY: COUNTY NEON SIGN CORPORATION

Consumers  
Marshalls Plaza Shpg. C.  
Balltown Road *1131*  
Niskayuna, NY 12309

One (1) 30" U-channel neon letter sign

BY: COUNTY NEON SIGN CORPORATION

Consumers *1198*  
1590 Flatbush Avenue  
Brooklyn, NY

One (1) 4' U-channel neon letter sign  
One (1) 36" U-channel neon letter sign

BY: COUNTRY NEON SIGN CORPORATION

Consumers *1199*  
Hoyt & Livingston St.  
Brooklyn, NY

Two (2) 30" U-channel neon letter signs

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

LEASE # \_\_\_\_\_

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

		ENDFRAMES & LOAD BEAMS
36	36	ILOBF2251-120-1 LATCH-ON-FRAMING
108	108	ILOBF1501-012-1 LATCH-ON-FRAMING
54	54	IPANEL-5C12048-2 PANEL-PER-EACH
36	36	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE

Consumers 1196  
Sunrise Highway  
Green Acres Shpg. Ctr.  
Valley Stream, NY

BY: INTERLAKE, INC.

		ENDFRAMES & LOAD BEAMS
36	36	ILOBF2251-120-1 LATCH-ON-FRAMING
108	108	ILOBF1501-012-1 LATCH-ON-FRAMING
54	54	IPANEL-5C12048-2 PANEL-PER-EACH
36	36	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE

Consumers 1192  
East Point-7930 Eastern E  
Baltimore, Maryland 21224

BY: INTERLAKE, INC.

		ENDFRAMES, LOAD BEAMS & VAULT SHELVING
111	111	IVF3-2616-096-F-1 WITH FMD21468 FP
106	106	IVF3-2616-144-F-1 QA FRAME WITH FMD21468, FP
1448	1448	IVEB401B-09632-S-2 QA BEAM
320	320	IVEB401B-04832-S-2 QA BEAM
54	54	IPANEL-5C12048-2 PANEL-PER-EACH
108	108	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE
36	36	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
36	36	ILOBF2251-096-1 LATCH-ON-FRAMING
195	195	105-PS1507-2 SPCL. R.R. SPACER

Consumers 1199  
Hoyt & Livingston Ave.  
Brooklyn, NY

BY: INTERLAKE, INC.

		ENDFRAMES, LOAD BEAMS & VAULT SHELVING
72	72	IC/SADDLE-9256-9 SADDLE-9256
18	18	IC/SADDLE-9257-9 SADDLE-9257
4	4	ICXB-096-144-1 CANTILEVER-X-BRACING
135	135	105-PS1507-2 SPCL R.R. SPACER

Consumers 1197  
1614 Hillside Ave.  
New Hyde Park, NY

BY: INTERLAKE, INC.

		ENDFRAMES, LOAD BEAMS & VAULT SHELVING
200	200	105-PS1507-2 SPCL. R.R. SPACER

Consumers 1198  
1584 Flatbush Avenue  
Brooklyn, NY

BY: INTERLAKE, INC.

		ENDFRAMES, LOAD BEAMS & VAULT SHELVING
441	441	105-PS1507-2 SPCL R.R. SPACER

Consumers 1195  
East West Hwy.  
Prince Georges Plaza  
Hyattsville, MD.

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
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BOOK 533

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

Consumers 1195  
East West Hwy.  
Prince Georges Hwy.  
Hyattsville, MD.

490	490	IVF3-2616-096-F-1 WITH FMD21468 FP
2038	2038	IVEB401B-09632-S-2 QA BEAM
333	333	IVEB401B-04832-S-2 QA BEAM
78	78	IPANEL-5C12048-2 PANEL-PER-EACH
156	156	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE
52	52	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
52	52	ILOBF2251-096-1 LATCH-ON-FRAMING

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

Consumers 1198  
1584 Flatbush Ave.  
Brooklyn, NY

137	137	IVF3-2616-144-F-1 QA FRAME WITH FMD21468 FP
86	86	IVF3-2616-120-F-1 QA FRAME WITH FMD21468 FP
1654	1654	IVEB401B-09632-S-2 QA BEAM
244	244	IVEB401B-04832-S-2 QA BEAM
72	72	IPANEL-5C12048-2 PANEL-PER-EACH
144	144	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE
36	36	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
36	36	ILOBF2251-120-1 LATCH-ON-FRAMING

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

Consumers 1131  
Marshalls Plaza Shpg. C  
Balltown Road  
Niskayuna, NY 12309

201	201	IVF3-2616-144-F-1 WITH FMD21468 FP
1636	1636	IVEB401B-09632-S-2
372	372	IVEB401B-04832-S-2
80	80	IPANEL-5C12048-2 PANEL-PER-EACH
160	160	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE.
40	40	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
40	40	ILOBF2251-120-1 LATCH-ON-FRAMING
181	181	I05-PS1507-2 SPCL R.R. SPACER

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

Consumers 1193  
Colonial Village Shpg.  
Reistertown Road  
Baltimore, MD

175	175	IVF3-2616-144-F-1 WITH FMD21468 FP
12	12	IVF3-2616-096-F-1 WITH FMD21468 FP
1568	1568	IVEB401B-09632-S-2
176	176	IVEB401B-04832-S-2
80	80	IPANEL-5C12048-2 PANEL-PER-EACH
160	160	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE
40	40	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
40	40	ILOBF2251-120-1 LATCH-ON-SNAP-BEAM-A-ASSE
168	168	I05-PS1507-2 SPCL R.R. SPACER

Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

Consumers  
Chesapeake Sq. Shpg. Ctr  
6714 Governor Ritchie Hw  
Glen Bernie, MD 21061

204	204	IVF3-2616-144-F-1 WITH FMD21468 FP
1876	1876	IVEB401B-09632-S-2 QA BEAM
168	168	IVEB401B-04832-S-2
72	72	IPANEL-5C12048-2 PANEL-PER-EACH
144	144	ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE
36	36	ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE
36	36	ILOBF2251-120-1 LATCH-ON-FRAMING
184	184	I05-PS1507-2 SPCL R.R. SPACER

BY: JACOBSEN METAL PRODUCTS, INC.

Consumers  
Brighton Beach 1158  
West 6th St. & Neptune Ave  
Brooklyn, New York

One (1) Set Rolling Grills

BY: JACOBSEN METAL PRODUCTS

Consumers  
1415 Ave. "M" 1136  
Brooklyn, New York 11231

One (1) Set Rolling Grills

BY: JACOBSEN METAL PRODUCTS, INC.

Consumers 1147  
1614 Hillside Ave.  
New Hyde Park, New York

One (1) Set Rolling Grills

BY: JACOBSEN METAL PRODUCTS

Consumers closed  
2120 Rockaway Parkway  
Canarsie, NY

One (1) Set Rolling Grills

BY: MATREX DALTON CORPORATION

Consumers  
120 Northfield Ave.  
Edison, NJ 08837

1020	1020	Yards Vinyl wallcovering, 54"width, 20 oz., sheeting back. Suede texture- color Royal 14346 (Package in 30 Yard bolts)
2000	2000	Yards Vinyl walcovering, 54"width, 20 oz., sheeting back. Suede texture-color Grey (Package in 40 yards bolts)

BY: NOELLER INDUSTRIES, INC.

Consumers 1131  
Marshalls Plaza Shpg. C  
Balltown Road  
Niskayuna, NY 12309

360	360	2 x 4 Wood shelves
15	15	Showcase shelves
7	7	10"x46" glass shelf w/brackets

LESSOR: Consumers Discount Company  
205 Campus Plaza  
Edison, New Jersey 08837

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270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1195  
3300 East-West Hwy.  
Hyattsville, MD

24	24	4'x16" glass shelves
24	24	3'x16" glass shelves
96	96	16" brackets w/clips
10	10	6' standards

10	11' Shadow Box
5	5'6" Shadow Box
2	5' Showcase END-FRS
2	5' Showcase END-FLS
5	5' Showcase-FRS
4	5' Showcase-FLS
7	5' Showcase-NSF
1	4' Showcase-FRS
2	4' Showcase-FLS
1	4' Showcase-NSF
2	Register Stand-FRS
2	Register Stand-FLS
1	Showcase Corner 45 <sup>0</sup>
1	8' Service counter-FRS
5	8' Service counter-NSF
1	6' Service counter-END
1	Service counter corner 45 <sup>0</sup>

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
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LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

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BOOK 533 406

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1195  
3300 East West Hwy  
Hyattsville, MD

- |    |                                       |
|----|---------------------------------------|
| 1  | Service counter gate with return wall |
| 1  | Showcase gate with return wall        |
| 3  | Service counter build ups             |
| 4  | 8' Wall catalog tables                |
| 2  | 8' Island catalog tables              |
| 6  | 4' pencil/sign holder                 |
| 25 | 8" x 46" glass shelf                  |
| 25 | 10" x 46" glass shelf                 |
| 4  | 4' chrome rail                        |
| 2  | 8' base                               |
| 2  | 6' base                               |
| 14 | 4' x 4' metal covered panel           |
| 2  | turntables                            |
| 1  | Game cartridge display                |
| 1  | Film display                          |
| 1  | Package of 6" letters                 |
| 1  | Package of 12" letters                |

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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SCHEDULE "A"

BOOK 533 407  
EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1195  
3300 East West Hwy  
Prince George Shpg. Ctr.  
Hyattsville, MD

1	Package of 10" Numbers
1	12" x 58" plexi-sign
2	24" writing unit
80	L/F Plastic laminant -blue
4	L/F 60" double standards
12	16" x 48" glass shelf
24	16" brackets with clips
7	Special shadow box display
1	30" showcase filler
30	Shadow box base shelf
38	Showcase shelf
1	6' service. counter-FRS

BY: NOELLER INDUSTRIES, INC.

119	119	48"x54" Pallets
71	71	24"x48" Pallets
1776	1776	2'x4' Wood Shelves

BY: NOELLER INDUSTRIES, INC.

133	133	48"x54" Pallets
31	31	24"x48" Pallets
1450	1450	2'x4' Wood Shelving

BY: NOELLER INDUSTRIES, INC.

120	120	48"x54" Pallets
39	39	24"x48" Pallets
1656	1656	2'x4' Wood Shelves

Consumers 1198  
1584 Flatbush Ave.  
Brooklyn, NY

Consumers 1131  
Balltown Road  
Niskayuna, NY

Consumers 1193  
Reistertown Rd.  
Baltimore, MD.

205 Campus Plaza  
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270 Park Avenue  
New York, New York 10017

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BOOK 533 408

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1199  
Hoyt & Livingston Ave.  
Brooklyn, NY

148 148 48"x54" Pallets  
21 21 24"x48" Pallets  
1632 1632 2"x4' Wood Shelves

BY: NOELLER INDUSTRIES, INC.

Consumers 1138  
Sunvet Mall  
Sunrise Hwy & Veterans  
Memorial Hwy  
Holbrook, New York

7 11' shadow box  
3 5'6" shadow box  
2 5' showcase end - FRS  
2 5' showcase end - FLS  
6 5' showcase - NSF  
4 5' showcase - FRS  
4 5' showcase - FLS  
1 4' showcase - FLS  
1 4' showcase - FRS  
1 2' showcase filler - FRS  
2 Reg. stand - FLS  
2 Reg. stand - FRS  
1 showcase corner - 45°  
5 8' service counter - NSF  
1 7' service counter end  
1 3' service counter - FLS  
1 2'6" service counter - NSF  
1 service counter corner - 45°  
3 service counter build-ups  
4 8' wall catalog tables  
2 8' Island catalog tables  
6 pencil/sign holder  
17 8" X 46" glass shelf  
17 10" X 46" glass shelf  
2 6' base  
6 4' X 4' Metal covered panel  
2 turntables  
1 game cartridge display  
1 film display  
1 package of 6" letters  
1 package of 12" letters  
1 package of 10" numbers  
1 12" X 58" plexi-sign  
2 24" writing unit  
70 L/F - blue plastic laminant  
4 60" double standards  
12 16" X 48" glass shelf  
24 16" bracelet w/clips  
22 8' hanging sign w/chain & clips  
1 service counter gate  
20 showcase shelf  
22 shadow box shelf

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1194  
Chesapeake Sq. Shpg. Ctr  
6714 Governor Ritchie Hw.  
Glen Bernie, MD

7	11' Shadow box
1	5'6" Shadow Box
2	5' Showcase End-FRS
2	5' Showcase End-FLS
6	5' Showcase-NSF
4	5' Showcase-FLS
4	5' Showcase-FRS
2	Register Stand - FRS
2	Register Stand - FLS
1	Showcase gate
2	9' Service Counter - NSF
2	8' Service Counter - NSF
1	7' Service Counter - FLS
1	5' Service Counter - NSF
1	7' Service Counter End
1	Service Counter Corner - 45°
1	Service Counter Gate
3	Service Counter Build up
6	8' Wall Catalog Table
1	8' Island Catalog Table
7	Pencil/Sign Holders
15	8" x 46" Glass Shelf
15	10" x 46" Glass Shelf
6	4' x 4' Metal Covered Panel
2	Turntables
1	Game Cartridge Display
1	Film Display
1	Package of 6" letters
1	Package of 12" Letters
1	Package of 10" Numbers
1	12" X 58" Plexi-sign
2	24" Writing Units
4	60" Double Standards
12	16" X 48" Glass Shelf
24	16" Brackets w/clip
2	8' Base
80	L/F - Blue Plastic Laminant
22	8' Hanging Sign w/clip and Chain
4	4' Chrome rail
32	Showcase Shelf
36	Shadow Box Shelf

205 Campus Plaza  
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270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers *Closed*  
4501 Northern Boulevard  
Long Island City, NY

- 4 Checkout counters per plan
- 1 Managers office per plan
- 6 5' rough sawn jewelry cases per plan
- 1 2' rough sawn register stand per plan
- 1 32' wall unit per plan

BY: NOELLER INDUSTRIES, INC.

1886	1886	2'x4' Wood Shelves
158	158	48"x54" Pallets
22	22	24"x48" Pallets

Consumers  
Sunvet Mall *1138*  
Sunrise Hwy. & Veterans  
Memorial Hwy., Holbrook, I

BY: NOELLER INDUSTRIES, INC.

- 1 Film display
- 1 package of 6" letters
- 1 package of 12" letters
- 1 package of 10" numbers
- 1 12" X 58" plexi-sign
- 2 24" writing units
- 4 60" double standards
- 12 16" X 48" glass shelf
- 24 16" brackets w/clip
- 4 6' base
- 80 L/F -Blue plastic laminant
- 22 8' nanging sign w/ chain & clips
- 4 4' chrome rail
- 36 snowcase shelf
- 24 shadow box base shelf

Consumers *1190*  
Colonial Village Shpg. C  
Reistertown Road  
Baltimore, MD

LESSEE: Consumers Distributing Co., Ltd.

205 Campus Plaza  
Edison, New Jersey 08837

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270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Colonial Village Shpg. Ct <sup>1193</sup>  
Reistertown Road  
Baltimore, MD

- 8 11' shadow box
- 1 5'6" shadow box
- 2 5' showcase end - FRS
- 2 5' showcase end - FLS
- 8 5' showcase - NSF
- 3 5' showcase - FRS
- 2 5' showcase - FLS
- 1 5' showcase - FLS
- 1 4' showcase - FRS
- 1 4' showcase - FLS
- 2 Register stand - FRS
- 2 Register stand - FLS
- 1 showcase gate
- 5 8' service counter - NSF
- 2 8' service counter - FLS
- 1 6' service counter - NSF
- 1 service counter corner -45
- 1 service counter gate
- 3 service counter build-up
- 4 8' wall catalog table
- 2 8' island catalog tables
- 6 pencil sign holders
- 17 8" X 46" glass shelf
- 17 10" X 46" glass shelf
- 6 4' x 4' metal covered panel
- 2 turntables
- 1 game cartridge display

BY: NOELLER INDUSTRIES, INC.

Consumers <sup>1131</sup>  
Balltown Road  
Niskayuna, NY

- 1 package of 10" numbers
- 1 12" X 58" plexi-sign
- 2 24" writing unit
- 4 60" double standards
- 12 16" X 48" glass shelf
- 24 16" brackets w/clip
- 1 8' base
- 80 L/F - blue plastic laminant
- 22 8' hanging sign w/chain, clips & hooks
- 5 4' chrome rail
- 38 showcase shelf
- 24 shadow box shelf

205 Campus Plaza  
Edison, New Jersey 08837

BOOK 533 412

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LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1131  
Balltown Road  
Niskayuna, NY

- 7 11' shadow box
- 5 5'6" shadow box
- 2 5' showcase end - FRS
- 2 5' showcase end - FLS
- 9 5' showcase - NSF
- 3 5' showcase - FRS
- 3 5' showcase - FLS
- 1 4' showcase - FLS
- 1 4' showcase - FRS
- 2 register stand - FRS
- 2 register stand - FLS
- 1 showcase gate
- 4 8' service counter - NSF
- 1 8' service counter - FRS
- 1 8' service counter end
- 1 7' service counter end
- 1 4' service counter - NSF
- 1 17" service counter filler
- 1 service counter corner -45
- 1 service counter gate
- 3 service counter build-up
- 4 8' wall catalog tables
- 2 8' Island catalog tables
- 6 pencil sign holders
- 19 8" X 46" glass shelf
- 19 10" X 46" glass shelf
- 6 4' X 4' metal covered panel
- 2 turntables
- 1 game cartridge display
- 1 film display
- 1 package of 6" letters
- 1 package of 12" letters

BY: NOELLER INDUSTRIES, INC.

Consumers 1198  
1584 Flatbush Avenue  
Brooklyn, NY

- 12 16" X 48" glass shelf
- 24 16" brackets w/clips
- 1 8' base
- 80 L/F - blue plastic laminant
- 22 8' hanging sign w/chain & clips
- 4 4' chrome rail
- 30 showcase shelf
- 27 shadow box shelf

205 Campus Plaza  
Edison, New Jersey 08837

BOOK

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LEASE 1

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 11/98  
1584 Flatbush Avenue  
Brooklyn, NY

13 11' shadow box  
4 5'6" shadow box  
2 5' showcase end - FRS  
2 5' showcase end - FLS  
5 5' showcase - NSF  
2 5' showcase - FLS  
2 5' showcase - FRS  
2 4' showcase - FLS  
2 4' showcase - FRS  
2 register stand - FRS  
2 register stand - FLS  
1 showcase gate  
3 8' service counter - NSF  
1 8' service counter - FLS  
1 7' service counter - FRS  
1 6' service counter - FRS  
1 service counter corner - 45  
1 service counter gate  
3 service counter build-up  
8 8' wall catalog tables  
8 pencil/sign holder  
31 8" X 46" glass shelf  
31 10" X 46" glass shelf  
6 4' X 4' metal covered panel  
2 turntables  
1 game cartridge display  
1 film display  
1 package of 6" letters  
1 package of 12" letters  
1 package of 10" numbers  
1 12" X 58" plexi-sign  
2 24" writing units  
4 60" double standards

205 Campus Plaza  
Edison, New Jersey 08837

BOOK 533 414

LEASE # 48830

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

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SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers 1199  
Hoyt St. & Livingston A  
Brooklyn, NY

- 8 11' shadow box
- 4 5'6" shadow box
- 2 5' showcase end - FRS
- 2 5' showcase end - FLS
- 5 5' showcase - NSF
- 4 5' showcase - FLS
- 4 5' showcase - FRS
- 2 4' showcase - FLS
- 1 4' showcase - FRS
- 1 4' showcase - NSF
- 3 register stand - FRS
- 2 register stand - FLS
- 1 service counter gate
- 1 8' service counter - FRS
- 4 8' service counter - NSF
- 1 6' service counter - NSF
- 1 3' service counter - NSF
- 1 service counter corner - 45
- 3 service counter build-up
- 3 8' wall catalog tables
- 2 8' Island catalog tables
- 5 pencil/sign holder
- 20 8" X 46" glass shelf
- 20 10" X 46" glass shelf
- 6 4' X 4' metal covered panel
- 1 6' base
- 1 4' base
- 2 turntables
- 1 game cartridge display
- 1 film display
- 1 package of 6" letters
- 1 package of 12" Letters
  
- 1 package of 10" Numbers
- 1 12" X 58" plexi-sign
- 2 24" writing unit
- 80 L/F - blue plastic laminant
- 4 60" double standards
- 12 16" X 48" glass shelf
- 24 16" brackets w/clip
- 22 8' hanging sign w/chain & slips
- 38 showcase shelf
- 48 shadow box shelf
- 4 4' chrome rail

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

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LEASE #

BOOK 533 415

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: RAPISTAN

Nine (9) 10' sections 24" wide aluminum roller  
conveyor 1.75 dia. roller on 3" centers  
One (1) 5' section of the same  
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller  
One (1) lot of supports

Consumers 1193  
Colonial Village Shpg. Co.  
Reistertown Road  
Baltimore, MD.

BY: RAPISTAN

Nine (9) 10' sections 24" wide aluminum roller  
conveyor 1.75 dia. roller on 3" centers  
Two (2) 5' sections of the same  
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller  
One (1) lot of supports

Consumers 1199  
1-31 Hoyt & Livingston  
Brooklyn, NY

BY: RAPISTAN

Eleven (11) 10' sections 24" wide aluminum roller  
conveyor 1.75 dia. roller on 3" centers  
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller  
One (1) lot of supports  
One (1) 5' section

Consumers 1131  
Balltown Road  
Niskayunah, NY

BY: RAPISTAN

Twelve (12) 10' sections 24" wide aluminum roller  
conveyor 1.75 dia. roller on 3" centers  
Two (2) 5' sections  
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller  
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller  
One (1) lot of supports

Consumers 1138  
Sunvet Mall  
Sunrise Hwy. & Vet. Mem.  
Holbrook, NY

BY: RAPISTAN

Thirteen (13) 10' sections 24" wide aluminum roller  
conveyor 1.75 diameter roller on 3" centers  
One (1) 90° aluminum roller curve 24" wide 1.75 diameter roller  
One (1) lot of supports

Consumers 1195  
3300 East-West Hwy.  
Hyattsville, MD.

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

PAGE 17 OF 19

LEASE 1

BOOK 533 416

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: RAPISTAN

Eight (8) 10' sections 24" wide aluminum roller  
conveyor 1.75 dia. roller on 3" centers  
Two (2) 5' sections  
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller  
One (1) lot of supports

Consumers 1194  
6714 Governor Ritchie Road  
Glen Bernie, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1199  
Hoyt Street & Livingston  
Brooklyn, New York

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1198  
Flatbush & Nostrand  
1584 Flatbush Avenue  
Brooklyn, New York

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1195  
Prince Georges Plaza  
East-West Hwy.  
Hyattsville, MD.

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1193  
Colonial Village Shpg. C  
Reistertown Road  
Baltimore, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1194  
Chesapeake Square Shpg.  
6714 Governor Ritchie E  
Glen Bernie, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers 1131  
Marshall's Plaza  
Balltown Road  
Niskayuna, NY

BY: ROTHWELL CONSTRUCTION

Shadow boxes, jewelry cases, service  
counters, shelving, handrail, baffles,  
trim around openings.

Consumers  
2119 University Ave.  
Berkley, CA

Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

BOOK 533 417

LEASE #

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: SLAYBAUGH ENTERPRISES LTD.

Eight (8) NCR Model 52 Cash Registers

Consumers 1197  
1614 Hillside Ave.  
New Hyde Park, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers 1188  
West 6th St. & Neptune  
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers 1133  
2402 86th Street  
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Two (2) NCR Model 52 Cash Registers

Consumers 1197  
1614 Hillside Ave.  
New Hyde Park, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers 1138  
Sunvet Mall  
Sunrise Hwy & Vet. Mem. Pk.  
Holbrook, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers 1198  
1584 Flatbush Ave.  
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers 1199  
Boyt St. & Livingston St  
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Thirteen (13) NCR Model 52 Cash Registers

Consumers  
205 Campus Plaza  
Edison, New Jersey

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers 1194  
Chesapeake Sq. Shpg. Ctr  
6714 Govenor Ritchie Hwy  
Glen Bernie, MD

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers 1193  
Colonial Village Shpg. Ct  
Reistertown Road  
Baltimore, MD.

BY: SYNDICATE GLASS OF CALIFORNIA, INC.

One (1) Lot Store Fixtures

Consumers  
2117-2119 University Ave  
Berkley, CA

LESSEE: Consumers Distributing Co., Ltd.  
205 Campus Plaza  
Edison, New Jersey 08837

PAGE 19 OF 19

LEASE #

LESSOR: Manufacturers Hanover Leasing Corporation  
270 Park Avenue  
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: TSI SOUND & COMMUNICATION SYSTEMS

Four (4) Aiphone TB-6H 6 Call Semi-Private  
Two (2) Aiphone PB-1 Paging Adaptor  
One (1) Aiphone PB-2 Talkback Adaptor  
One (1) Aiphone PB-12C 12V Power Supply  
Two (2) Atlas Ap 15-T 15 W In/Outdoor Horns  
Three (3) JBL 8100 H 4" Spkr Assy W/O Trans  
Two (2) Bogen GA-6A 6W Amplifier  
One (1) Misc Wire and Connectors

Consumers  
2117-2119 University  
Berkeley, CA.

BY: VI-COM SECURITY CORPORATION

One (1) CCTV System

Consumers <sup>1195</sup>  
Prince Georges Plaza  
East-West Hwy.  
Hyattsville, MD.

BY: VI-COM SECURITY CORPORATION

One (1) CCTV System

Consumers <sup>1136</sup>  
1415 Ave. "M"  
Brooklyn, NY

and all additions, substitutions, betterments and appurtenances of whatever description or nature whether now owned or hereafter acquired.

Consumers Distributing Co., Ltd.

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 10/17/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLG, Inc.  
Address P.O. Box 51315  
1045 Bullard Court, Raleigh, NC 27615

2. SECURED PARTY

Name Northwestern National Life Insurance Company  
c/o Washington Square Advisors  
Address 512 Nicollet Mall, P.O. Box 9402, Minneapolis, MN 55440

Mary E. Strand, Esq., 900 - 2nd Ave. So., Suite 1100, Minneapolis, MN 55402  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

See Exhibit A.

(Anne Arundel Co., MD)

RECORD FEE 11.00  
POSTAGE .50  
#211580 C345 R03 T11:22  
10/21/88

CHECK  THE LINES WHICH APPLY

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

(Signature of Debtor)  
CLG, INC.  
Type or Print Above Name on Above Line  
*[Signature]*  
(Signature of Debtor)

*[Signature]*  
Authorized Representative  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY  
Type or Print Above Signature on Above Line

## EXHIBIT A

The equipment (and all right, title and interest of the Debtor in the equipment) described in that certain Equipment Lease Agreement (the "Lease") executed on July 9, 1985, by the Debtor and HARDEE'S FOOD SYSTEMS, INC. (the "Lessee"), a North Carolina corporation, and Supplement Nos. 57, 58A, 59 through 64, 65A, 66, 67A, 68A, 69A, 70A, 71A, 72A, 73A and 75 through 81 (the "Supplements") relating to the Lease, together with all substitutions and replacements for any of such equipment, whether now existing or hereafter acquired, and (A) all repairs of any such equipment made prior to, on or after the date hereof, all parts included in such equipment and all parts hereafter attached or affixed to or installed in such equipment in substitution or replacement for existing parts therein, and all attachments, accessories and instruments now or hereafter owned by Debtor which are now or hereafter attached or affixed to or used in connection with any such property (such equipment and substitutions and replacements therefor are together called the "Equipment"), (B) all warehouse receipts, bills of lading and other documents of title now or hereafter covering the Equipment, and (C) all proceeds of any and all of the Collateral herein described, including without limitation all right, title and interest of the Debtor in all insurance proceeds, payments and other money assigned to Secured Party pursuant to paragraph 8 of the Security Agreement and in all condemnation awards with respect thereto; and

All (A) estate, right, title and interest of the Debtor, now existing or at any time after the date hereof arising, in the Lease, (B) rents, issues, profits and other payments of every kind due or payable or to become due or payable to Debtor under the Lease and Supplements, whether such rents, issues, profits or other payments accrue before or after foreclosure of the security interest in the Equipment, and including, without limitation, all payments of Monthly Rent (defined in the Schedules and also referred to as "monthly charge", "monthly rental charge" or "rental" in the Lease and Supplements, all of which terms are hereinafter encompassed by the term "Monthly Rent") or Stipulated Loss Value (as defined in the Lease) payable under the Lease and Supplements (excluding, however, any and all amounts now or hereafter due or owing to Debtor, or its successors or assigns, by reason of any indemnities by the Lessee or any other lessee or sublessee with respect to investment tax credits or other anticipated federal income tax benefits to Debtor), (C) guaranties, security interests or other security now or hereafter securing the performance of the Lease, and (D) all proceeds of any and all of the Collateral described in this paragraph.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCCH 5332 421 275017  
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 10/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardee's Food Systems, Inc.  
Address 1233 North Church Street, Rocky Mount, NC 27801

2. SECURED PARTY

Name CLG, Inc.  
Address P.O. Box 51315, 1045 Bullard Court, Raleigh, NC 27615

Mary E. Strand, Esq., 900 - 2nd Ave. So., Suite 1100, Minneapolis, MN 55402  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

(Anne Arundel Co., MD)

Assignee of Secured Party:  
Northwestern National Life Insurance Company  
c/o Washington Square Advisors  
512 Nicollet Mall, P.O. Box 9402  
Minneapolis, MN 55440

Notwithstanding the above designation, Hardee's Food Systems, Inc. is solely a lessee under a true lease, and this filing is made for notice purposes only.

CHECK  THE LINES WHICH APPLY

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

RECORD FEE 11.00  
POSTAGE .50

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

#211590 0345 ROS T11:23  
10/21/88

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

(Signature of Debtor)

HARDEE'S FOOD SYSTEMS, INC.

Type or Print Above Name on Above Line

*Bruce D. Cant*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CLG, INC.

Type or Print Above Signature on Above Line

## EXHIBIT A

Debtor: Hardee's Food Systems, Inc. (Lessee)  
Secured Party: CLG, Inc. (Lessor)

The equipment (and all right, title and interest of the Debtor in the equipment) described in that certain Equipment Lease Agreement (the "Lease") executed on July 9, 1985, by the Debtor (as Lessee) and the Secured Party (as Lessor), and Supplement Nos. 57, 58A, 59 through 64, 65A, 66, 67A, 68A, 69A, 70A, 71A, 72A, 73A and 75 through 81 relating to the Lease, together with all substitutions and replacements for any of such equipment, whether now existing or hereafter acquired, and (A) all repairs of any such equipment made prior to, on or after the date hereof, all parts included in such equipment and all parts hereafter attached or affixed to or installed in such equipment in substitution or replacement for existing parts therein, and all attachments, accessories and instruments now or hereafter owned by Debtor which are now or hereafter attached or affixed to or used in connection with any such property (such equipment and substitutions and replacements therefor are together called the "Equipment"), (B) all warehouse receipts, bills of lading and other documents of title now or hereafter covering the Equipment, and (C) all proceeds of any and all of the Collateral herein described, including without limitation all right, title and interest of the Debtor in all insurance proceeds, payments and other money assigned to the assignee of the Secured Party pursuant to paragraph 8 of the Security Agreement and in all condemnation awards with respect thereto.

Notwithstanding the above, this filing relates to property subject to a true lease and is for informational purposes only.

STATE OF MARYLAND

BOOK 5332 423

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272351

RECORDED IN LIBER 525 FOLIO 223 ON 4/5/88 (DATE)

1. DEBTOR

Name CLG, Inc.  
Address P.O. Box 51315, 1045 Bullard Court, Raleigh, NC 27615

2. SECURED PARTY

Name Northwestern National Life Insurance Company  
c/o Washington Square Advisors  
Address 512 Nicollet Mall, P.O. Box 9402, Minneapolis, MN 55440

Mary E. Strand, Esq., 900 - 2nd Ave. So., Suite 1100, Minneapolis, MN 55402  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORD FEE 10.00  
POSTAGE .50

CHECK  FORM OF STATEMENT

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

Original financing statement is amended to describe the collateral described on Exhibit A.

#211600 0345 R03 711:23  
TW

10/21/88

(Anne Arundel Co., MD)

Dated 10/17/88

*Robert M. Coleman* <sup>Authorized</sup> Representative  
(Signature of Secured Party)

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY  
Type or Print Above Name on Above Line

## EXHIBIT A

The equipment (and all right, title and interest of the Debtor in the equipment) described in that certain Equipment Lease Agreement (the "Lease") executed on July 9, 1985, by the Debtor and HARDEE'S FOOD SYSTEMS, INC. (the "Lessee"), a North Carolina corporation, and Supplement Nos. 25 through 34, 35A, and 36 through 56 relating to the Lease, together with all substitutions and replacements for any of such equipment, whether now existing or hereafter acquired, and (A) all repairs of any such equipment made prior to, on or after the date hereof, all parts included in such equipment and all parts hereafter attached or affixed to or installed in such equipment in substitution or replacement for existing parts therein, and all attachments, accessories and instruments now or hereafter owned by Debtor which are now or hereafter attached or affixed to or used in connection with any such property (such equipment and substitutions and replacements therefor are together called the "Equipment"), (B) all warehouse receipts, bills of lading and other documents of title now or hereafter covering the Equipment, and (C) all proceeds of any and all of the Collateral herein described, including without limitation all right, title and interest of the Debtor in all insurance proceeds, payments and other money assigned to Secured Party pursuant to paragraph 8 of the Security Agreement and in all condemnation awards with respect thereto; and

All (A) estate, right, title and interest of the Debtor, now existing or at any time after the date hereof arising, in the Lease, (B) rents, issues, profits and other payments of every kind due or payable or to become due or payable to Debtor under the Lease, whether such rents, issues, profits or other payments accrue before or after foreclosure of the security interest in the Equipment, and including, without limitation, all payments of Monthly Rent (defined in the Schedules and also referred to as "monthly charge", "monthly rental charge" or "rental" in the Lease, all of which terms are hereinafter encompassed by the term "Monthly Rent") or Stipulated Loss Value (as defined in the Lease) payable under the Lease (excluding, however, any and all amounts now or hereafter due or owing to Debtor, or its successors or assigns, by reason of any indemnities by the Lessee or any other lessee or sublessee with respect to investment tax credits or other anticipated federal income tax benefits to Debtor), (C) guaranties, security interests or other security now or hereafter securing the performance of the Lease, and (D) all proceeds of any and all of the Collateral described in this paragraph.



PLEASE RETURN TO:  
COMMERCIAL DIVISION  
THE SENTINEL TITLE CORPORATION  
1104 KENILWORTH DRIVE, SUITE 401  
TOWSON, MD 21204

275050

F/S Records

FINANCING STATEMENT

5332 426

Principal Amount  
of Debt: \$309,600.00

1. Name of Debtor: CROSS CREEK ENT., INC.

2. Address: 2708 Mountain Road  
Brewis Plaza  
Pasadena, Md. 21122

3. Name of Secured Party: YORK FEDERAL SAVINGS & LOAN ASSOCIATION

Address: 101 S. George Street  
P.O. Box M-68  
York, Pennsylvania 17405-7068

RECORD FEE 13.00

POSTAGE Void .50  
12660 0345 R05 113:54

10/21/88

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

(a) The interest of the Debtor in all building materials, fixtures, equipment, plans, specifications, architects' renderings, engineering studies and tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying all or any portion of the premises hereinafter described), now or hereafter located or contained in or upon or attached to, and/or used or usable in connection with present or future improvement use or operations of the premises (and any and all present and future improvement, use of operation thereof and thereon, together with all replacements thereof, substitutions therefor and additions thereto) described in a certain Deed of Trust dated October 19, 1988 from the Debtor to Robert A. Angelo, Trustee, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made part hereof.

(b) All accounts in respect of any and all leases executed by Debtor for any part or parcel of the described land and the improvements located thereon, whether said accounts are in existence or hereafter created.

(c) Any and all agreements made by the Debtor for the provisions of material, supplies, labor and/or work to the above described land and the improvements situated thereon or in regard thereto or for the purchase of that collateral described in paragraph (a) above and the rights of the Debtor thereunder now entered into or hereafter agreed to along with any modification, amendments, substitutions, and/or replacements, therefore, including the right to perform the obligations thereunder and receive the benefits thereof.

13.00

RECORD FEE 13.00

POSTAGE .50

439:500 0055 001 109139

10/24/88

1

533 427

(d) Proceeds of all collateral described herein are covered.

5. Recordation Tax on the transaction publicized hereby has been paid on the principal amount of Three Hundred Nine Thousand Six Hundred Dollars and 00/100 (\$309,600.00) in connection with the recordation of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Attest:

Debtor:  
CROSS CREEK ENT., INC.

[Signature]  
Secretary

By [Signature]  
Frank D. O'Brien, President

STATE OF Maryland :  
COUNTY OF Baltimore :

I HEREBY CERTIFY, that on this 19th day of October, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Frank D. O'Brien, President of Cross Creek Ent., Inc., a Pennsylvania corporation, and that he as such President being authorized so to do, executed the foregoing Financing Statement for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public



My Commission expires: 7-1-90

To the Clerk: Please return to:

PLEASE RETURN TO:  
COMMERCIAL DIVISION  
THE SENTINEL TITLE CORPORATION  
1104 KENILWORTH DRIVE, SUITE 401  
TOWSON, MD 21204

To Be Recorded Among the Financing Statement Records of Anne Arundel County, Maryland and with the State Department of Assessments and Taxation.

533 428

EXHIBIT A

ALL those lots or parcels of ground being known and designated as Lot Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 13, in Block 5, and Lot Nos. 11, 12, 13, 14, and 15, in Block 6, on a plat entitled, "RESUBDIVISION OF LOTS 5 THROUGH 13, BLOCK 5 AND LOTS 11 THROUGH 15, BLOCK 6, SUNSET BEACH," which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 114, folio 07, as Plat No. 5981.

533 429

275051

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): ANNAPOLIS YACHT YARD, INC FREEZER BOX DIVISION  
Address: P.O. Box 550  
STEVENSVILLE, MARYLAND 21666

2. Name of Secured Party: <sup>THE</sup> ANNAPOLIS BANKING AND TRUST COMPANY  
Address: P.O. Box 361  
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
POSTAGE .50  
#393540 0055 POL T1047  
10/24/88

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

ALL ACCOUNTS RECEIVABLE AND INVENTORY NOW OR HERE-AFTER ACQUIRED

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

The above-described goods are affixed or to be affixed to:

Debtor(s):

ANNAPOLIS YACHT YARD, INC FREEZER BOX DIVISION

*J. Richard K. Kuchler - President*

Secured Party:

ANNAPOLIS BANKING AND TRUST COMPANY  
(Type Name of Dealership)

By *John Paul Kochler, Mgr*  
(Authorized Signature)

*John Paul Kochler, ASSISTANT VICE PRESIDENT*  
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

5332 130

275052

- To Be Recorded:
- Land Records of Anne Arundel County
  - ✓ Chattel Records of Anne Arundel County
  - State Department of Assessments and Taxation

Subject to Recording Tax On Principal Amount of \$1,200,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Deed of Trust.

RECORD FEE 17.00  
 POSTAGE .50  
 #311920 0055 R02 T11:40  
 10/24/88

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

1. DEBTOR: ST. MARTIN'S-IN-THE-FIELD  
 375 Benfield Road  
 Severna Park, MD 21146
  
2. SECURED PARTY: THE ANNAPOLIS BANKING AND TRUST COMPANY  
 Church Circle  
 Annapolis, MD 21401  
 Attn: Commercial Loan Dept.
  
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
  
  - b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real

1700  
 SD

Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
  - d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of 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 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:

ST. MARTIN'S-IN-THE-FIELD  
A Body Corporate of the  
State of Maryland

By: Daniel W. Eckman, Jr.  
Daniel W. Eckman, Jr.,  
Rector

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

By: John M. Suit, II  
John M. Suit, II  
Vice President

By: Lee Marston  
Lee Marston, Senior Warden

Date: October 20<sup>th</sup>, 1988

TO FILING OFFICER: After this Statement has been recorded, please return to:

The Annapolis Banking and Trust Company  
Church Circle  
Annapolis, MD 21401  
Attn: Commercial Loan Department

## Appendix "A"

All that lot of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a stone now set in the first or North 15 degrees 05 minutes East 875.70 foot line of a conveyance from William F. Kuethe and wife to Casper T. Marston, dated January 3, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 49, folio 329, distant North 15 degrees 05 minutes East 75.55 feet from an iron pipe heretofore set at the beginning of the said line, and running thence with the said line, North 15 degrees 05 minutes East 800.15 feet to an iron pipe set on the Southmost side of Benfield Road; thence continuing with the outline of the said conveyance, North 15 degrees 05 minutes East 14.80 feet to the center line of the said road; thence running with the center line of Benfield Road, North 68 degrees 19 minutes West 408.44 feet; thence leaving the said centerline and running South 24 degrees 30 minutes West 15.02 feet to a stone set on the southmost side of Benfield Road, the said stone being located North 89 degrees 48 minutes East 133.56 feet from a pipe heretofore set in place of a stone in the westmost boundary of the Marston Property; thence leaving the said road and running the four following courses and distances, to wit; South 24 degrees 30 minutes West 425.14 feet, South 15 degrees 20 minutes West 190.24 feet, South 10 degrees 00 minutes West 189.30 feet to a stone and South 68 degrees 52 minutes East 464.31 feet to the place of beginning. Containing 7.96 acres of land, more or less, excluding the area lying within the limits of Benfield Road SAVE AND EXCEPTING, however, so much of the property conveyed to Anne Arundel County, Maryland, for the widening of Benfield Road, said deed dated September 7, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2808, folio 333.

BEING all and the same property which was granted and conveyed to THE VESTRY OF ST. MARTIN'S-IN-THE-FIELD, by CONVENTION OF THE PROTESTANT EPISCOPAL CHURCH OF THE DIOCESE OF MARYLAND, by deed dated September 23, 1957, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1236, folio 47.

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

275053

MARYLAND FINANCING STATEMENT

5332

434 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: Rudiger Printing Co., Inc.  
(Name or Names)  
550 N. Crain Highway, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corp.  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: Bell Savings Bank  
(Name or Names)  
9 South 69th St., Upper Darby, PA 19082  
(Address)

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

One - New Heidelberg GTO 52 Single Color Press  
 S/N 692521

RECORD FEE 11.00  
 POSTAGE .50  
 #228780 0040 R04 T09:36  
 10/24/00

11.00  
 .50  
 ---  
 11.50

*[Handwritten mark]*

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):  
Rudiger Printing Co., Inc.  
 By: Richard A. Rudiger, Pres.  
(Title)  
Richard A. Rudiger, President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
 By: Robert E. Polack, President  
(Type or print name of person signing)

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

Return To: SECURED PARTY

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275051

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 Ritchie Nissan Inc.

Address 7232-7234 Ritchie Hwy Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Executone Credit Corporation

Address 1604 Colonial Parkway Inverness, IL 60067

Person And Address To Whom Statement Is To Be Returned 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 Isoetec 96 Electronic Key System
- 1 key service-96      1 operator's terminal
- 2 8ch CO cards      12 26key phones
- 5 12ch sta cards      40 14key phones
- 6 ceiling speakers      1 starmate headset
- 5 page horns      1 display phone
- 1 20watt amplifier      1 DC battery backup
- 1 music on hold feature

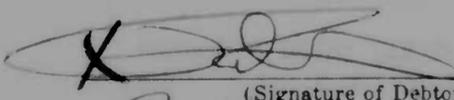
Name and address of Assignee

# 5148200189

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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  
#220850 CO40 R04 T10:08  
10/24/88

X 

(Signature of Debtor)

Ronald Manns  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Executone Credit Corp.  
Type or Print Above Signature on Above Line

533-436

STATE OF MARYLAND

275035

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. \$2,457.00

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

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

1. DEBTOR

Name Knaack's Dairy Queen
Address 1140 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name The Coca-Cola Company
Address 310 North Avenue, Atlanta, Georgia 30313

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

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

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

Menu boards on which the Secured Party has provided financing for the purchase or maintenance of, and all additions, attachments, accessions thereto and replacements and substitutions therefore together with all products and proceeds thereof including but not limited to insurance payable by reason of loss or damage.

Name and address of Assignee
Coca-Cola Financial Corporation
310 North Avenue
Atlanta, GA 30313

THIS IS A PURCHASE MONEY SECURITY INTEREST X4987 County

CHECK THE LINES WHICH APPLY

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

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

Handwritten calculations: 11.00, 17.50, 27.00

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#226880 C040 004 110:12

PAID TO THE SECRETARY OF STATE \$33.00

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

10/24/88

KNAACK'S DAIRY QUEEN

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

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

THE COCA-COLA COMPANY

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

533- 437 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275056

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,457.00

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

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

1. DEBTOR

Name Knaack, Patti  
Address 1140 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name The Coca-Cola Company  
Address 310 North Avenue, Atlanta, Georgia 30313

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

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

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

Menu boards on which the Secured Party has provided financing for the purchase or maintenance of, and all additions, attachments, accessions thereto and replacements and substitutions therefore together with all products and proceeds thereof including but not limited to insurance payable by reason of loss or damage.

Name and address of Assignee  
Coca-Cola Financial Corporation  
310 North Avenue  
Atlanta, GA 30313

RECORD FEE 11.00  
RECORD TAX 17.50  
POSTAGE .50  
#020090 0040 R04 110-13  
10/24/88

THIS IS A PURCHASE MONEY SECURITY INTEREST X4987 County

CHECK  THE LINES WHICH APPLY

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

11.50  
17.50  
29.00

PAID TO THE SECRETARY OF STATE \$33.00

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

PATTI KNAACK

(Signature of Debtor)

Patricia Knaack

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE COCA-COLA COMPANY

(Signature of Secured Party)

Patricia Morfe

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCCT <sup>533</sup> <sup>438</sup> Identifying File No. 275057

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2,457.00

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

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

**1. DEBTOR**

Name Knaack, James  
 Address 1140 Annapolis Road, Odenton, Maryland 21113

**2. SECURED PARTY**

Name The Coca-Cola Company  
 Address 310 North Avenue, Atlanta, Georgia 30313

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

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

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

Menu boards on which the Secured Party has provided financing for the purchase or maintenance of, and all additions, attachments, accessions thereto and replacements and substitutions therefore together with all products and proceeds thereof including but not limited to insurance payable by reason of loss or damage.

Name and address of Assignee  
 Coca-Cola Financial Corporation  
 310 North Avenue  
 Atlanta, GA 30313

THIS IS A PURCHASE MONEY SECURITY INTEREST X4987 County

CHECK  THE LINES WHICH APPLY

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

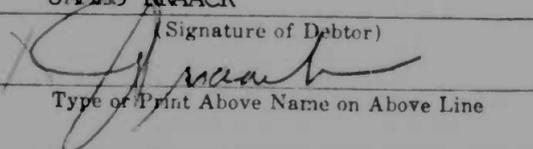
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

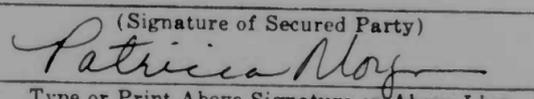
RECORD FEE 11.00  
 RECORD TAX 17.50  
 POSTAGE .50  
 #220900 0040 004 110414  
 10/24/88

11.50  
 17.50  
 29.00

PAID TO THE SECRETARY OF STATE \$33.00

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

JAMES KNAACK  
 (Signature of Debtor)  
  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

THE COCA-COLA COMPANY  
 (Signature of Secured Party)  
  
 Type or Print Above Signature on Above Line

533-439

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

3. Maturity date (if any):

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

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

For Filing Officer (Date, Time and Filing Office)

Wm R. & Karen L. Eyring dba  
Eyring Performance Center  
7715 Baltimore/Annapolis Blvd.  
Glen Burnie, MD 21061

CIT Corporation  
P.O. Box 26005  
Overland Park, KS 66225

RECORD FEE 10.00  
#029030 0040 104 110:52  
10/24/88

TW

4. This statement refers to original Financing Statement bearing File No. 256111

Filed with Circuit Court-Annapolis Date Filed 4/11 19 85

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

10. Peterson Machine Tool, Inc.  
5425 Antioch Drive  
Shawnee Mission, KS 66202

5-SA-1947 A

10.00

No. of additional Sheets presented:

Peterson Machine Tool

CIT Corporation

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

By: Phil Beyer  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

5332 440

STATE OF MARYLAND

OCT 17 1988

RECEIVED

FINANCING STATEMENT FORM UCC-1

Identifying File No. SEP 29 1988

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

VEFD.

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. 875053

1. DEBTOR

Name AMPLICON, INC. FED I.D. #95-3162444
Address 2020 E. First Street Suite 401, Santa Ana, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION
Address 2121 Towne Centre Place, Anaheim, CA 92806

RECORD FEE 11.00
POSTAGE .50
#229070 0040 R04 111:00
10/24/88

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)

REF: SCHEDULES 17 & 18 (MA) TO LEASE # OL-1776
DATED : MARCH 13, 1987.
LESSEE: GENERAL ELEVATOR COMPANY, INC.

Name and address of Assignee

EQUIPMENT MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

CHECK [X] THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

88 8198

11.00
50

x

533 441

EXHIBIT "A" (SCHEDULE 17 & 18 TO LEASE #OL-1776 DATED MARCH 13, 1987 )  
TO  
UCC-1 FINANCING STATEMENT(S)  
WHEREIN

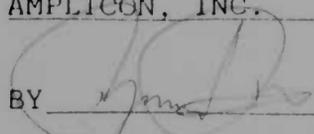
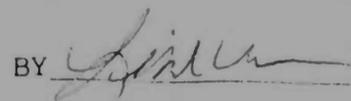
AMPLICON, INC. IS THE DEBTOR, AND  
GENERAL ELECTRIC CAPITAL CORPORATION IS THE SECURED PARTY

GENERAL ELEVATOR COMPANY, INC.  
LESSEE: 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

EQUIPMENT LOCATION: SAME AS LESSEE'S

QUANTITY	DESCRIPTION	SERIAL #
<u>SCHEDULE 17:</u>		
01	IBM PS2 MODEL 30, 20 MEG	
01	COLOR MONITOR	
01	2400 BAUD MODEM	
01	AB BOX	
02	CABLES	

<u>SCHEDULE 18:</u>		
01	IBM AT 512KB MEMORY EXPANSION	
01	IBM MODEL 30 (640K, 2-720K 3.5)	
04	TIARA LANCARD/A (LCA)	
01	PS/2 ARCNET CARD	
01	IBM PROPRINTER XL (132 COL/20)	
01	WORDPERFECT MULTIUSER FIRST	
01	TIARA PASSIVE 4-PORT	
200	CABLE RG-62	
08	DELIVERY AND INSTALLATION TR	
10	TWIST-ONS RG-?? BNC	
01	SMC ARCNET 8-PORT ACTIVE HUB	
01	COMPAQ PARALLEL/SERIAL BOARD	
02	IBM COLOR DISPLAY 12 INCH	
01	CLOSE-UP CUSTOMER VER 1.10	
01	CLOSE-UP SUPPORT VER 1.1	
01	KEYCD:AT F/ADV NETWARE 2.11	
01	NVL 2.11 (REQ KEY) 5"	

<u>DEBTOR</u>	<u>SECURED PARTY</u>
AMPLICON, INC.	GENERAL ELECTRIC CAPITAL CORP.
BY 	BY 
NAME RAYMOND J. PROVOST	NAME Linda Houston
TITLE ASSISTANT V.P.	TITLE Documentation Specialist



275060

533-442

RECEIVED

OCT 17

RECEIVED

SEP 29 1988

PRINT OR TYPE ALL INFORMATION V.E.F.D.

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.

GENERAL ELEVATOR COMPANY, INC. 4987 CLEVELAND STREET, SUITE #109 VIRGINIA BEACH, VA 23462

FED.ID. #52-0324870

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

AMPLICON, INC. 2020 E. First St., Ste 401 Santa Ana, CA 92705

FED.ID. #95-3162444

Name & address of Assignee

GENERAL ELECTRIC CAPITAL CORPORATION P.O. BOX 6199 ORANGE, CA 92613

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

RE: SCH 17 (VA) TO LEASE NO. OL-1776 (MD) DATED: MARCH 13, 1987

EQUIPMENT MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

88-0193

888/98

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

11.00

RECORD FEE 11.00 POSTAGE .50 8229090 0040 R04 T11:28 10/24/88

Describe Real Estate if applicable:

GENERAL ELEVATOR COMPANY, INC.

AMPLICON, INC.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

EXHIBIT "A" (SCHEDULE 17 & 18 TO LEASE #OL-1776 DATED MARCH 13, 1987 )  
TO  
UCC-1 FINANCING STATEMENT(S)  
WHEREIN

GENERAL ELEVATOR COMPANY, INC. IS THE DEBTOR, AND  
AMPLICON, INC. IS THE SECURED PARTY

LESSEE: GENERAL ELEVATOR COMPANY, INC.  
601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

EQUIPMENT LOCATION: SAME AS LESSEE'S

QUANTITY	DESCRIPTION	SERIAL #
<u>SCHEDULE 17:</u>		
01	IBM PS2 MODEL 30, 20 MEG	
01	COLOR MONITOR	
01	2400 BAUD MODEM	
01	AB BOX	
02	CABLES	

<u>SCHEDULE 18:</u>		
01	IBM AT 512KB MEMORY EXPANSION	
01	IBM MODEL 30 (640K, 2-720K 3.5)	
04	TIARA LANCARD/A (LCA)	
01	PS/2 ARCNET CARD	
01	IBM PROPRINTER XL (132 COL/20)	
01	WORDPERFECT MULTIUSER FIRST	
01	TIARA PASSIVE 4-PORT	
200	CABLE RG-62	
08	DELIVERY AND INSTALLATION TR	
10	TWIST-ONS RG-62 BNC	
01	SMC ARCNET 8-PORT ACTIVE HUB	
01	COMPAQ PARALLEL/SERIAL BOARD	
02	IBM COLOR DISPLAY 12 INCH	
01	CLOSE-UP CUSTOMER VER 1.10	
01	CLOSE-UP SUPPORT VER 1.1	
01	KEYCD:AT F/ADV NETWARE 2.11	
01	NVL 2.11 (REQ KEY) 5"	

DEBTOR:  
GENERAL ELEVATOR COMPANY, INC.

BY : [Signature]  
NAME : David A. Quaranta CPA  
TITLE: MIS Director

SECURED PARTY:  
AMPLICON, INC.

BY : [Signature]  
NAME : RAYMOND J. PROUST  
TITLE: ASSISTANT VICE PRESIDENT

533-444

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</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.)</p>

11.00  
90

RECORD FEE 11.00  
POSTAGE .50  
#329206 0040 R04 T11+46  
10/24/88

1

PROVIDENT BANK OF MARYLAND

Dated October 17, 1988

BY: [Signature]  
(Signature of Secured Party)

Vice President  
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

BEING KNOWN AND DESIGNATED as Lots Numbered 1 and 8 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 25 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 56 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

5332 446

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 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

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"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</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.)</p>
	<p>RECORD FEE 11.00 POSTAGE .50 #229210 0040 R04 T11:47 10/24/88 d</p>	
	<p>1190</p>	

PROVIDENT BANK OF MARYLAND

Dated October 17, 1988

By: [Signature]  
(Signature of Secured Party)

Vice President  
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

533 447

BEING KNOWN AND DESIGNATED as Lots Numbered 1 and 8 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

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DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

275003

MN115903.FIS  
9328

5332 418

FINANCING STATEMENT

1. Name of Debtor: PYRAMID LIMITED PARTNERSHIP  
Address: c/o Fedder Management Corporation  
514 N. Crain Highway  
Glen Burnie, Maryland 21061

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

RECORD FEE 18.00  
POSTAGE .50  
#712440/C237 R02 T15:54  
10/24/88

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 Deed of Trust dated October 13, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, 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.

(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.

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5. Recordation tax on the principal sum of \$1,650,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

Secured Party:

PYRAMID LIMITED PARTNERSHIP  
By Fedder Management Corporation

MARYLAND NATIONAL BANK

By Joel D. Fedder, President

Gregory E. Paranzino  
Mortgage Loan Officer

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: William T. Define, Esquire

PLEASE RECORD AS FOLLOWS:

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

EXHIBIT A

PROPERTY DESCRIPTION

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

PARCEL NO. 1

BEGINNING FOR THE SAME at a point located on the south side of an existing 40 foot right of way leading to Crain Highway and at the end of the North 72 degrees 47 minutes West 67.86 foot line of the conveyance from Ethel J. Dicus to North Arundel Associates, by Deed dated September 16, 1968, and recorded among the Land Records of Anne Arundel County in Liber MSH 2206, folio 449; thence running from said beginning point so fixed, leaving said 40 foot right of way and with the South 17 degrees 13 minutes 30 seconds West 170.42 foot line of said conveyance and also with part of the South 17 degrees 13 minutes 30 seconds West 128.19 foot line of said conveyance, South 17 degrees 13 minutes 30 seconds West 198.61 feet to a point located at the end of the South 72 degrees 47 minutes East 139.82 foot line of the conveyance from Roland L. Kroeger and Doris J. Kroeger, his wife, to North Arundel Associates, by Deed dated March 12, 1973 and recorded among the said Land Records in Liber WGL 2574, folio 39; thence with the South 17 degrees 13 minutes 30 seconds West 100.0 foot line of the above mentioned conveyance recorded in Liber WGL 2574, folio 39, and also with part of the South 17 degrees 13 minutes 30 seconds West 128.19 foot line of the above mentioned conveyance recorded in Liber MSH 2206, folio 449, South 17 degrees 13 minutes 30 seconds West 100.0 feet to the end of said line; thence with the North 72 degrees 47 minutes West 139.75 foot line of the above mentioned conveyance recorded in Liber WGL 2574, folio 39, North 72 degrees 47 minutes West 139.75 feet to the end of said line; thence with part of the North 17 degrees 11 minutes East 446.02 foot line of the above mentioned conveyance recorded in Liber MSH 2206, folio 449, and also with the first line of the above mentioned conveyance recorded in Liber WGL 2574, folio 39, North 17 degrees 11 minutes East 305.64 feet to intersect the south side of the above mentioned 40 foot right of way leading to Crain Highway; thence with the same, South 68 degrees 44 minutes East 95.59 feet and South 72 degrees 47 minutes East 44.64 feet to the place of beginning. Containing 0.96 of an acre, more or less, and as described by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in January 1974, with the benefit of a field survey.

The above described 0.96 of an acre, more or less, having the use in common with others of the 40 foot right of way which is described in the above mentioned conveyance recorded in Liber MSH 2206, folio 449.

The above described 0.96 of an acre, more or less, also being subject to a 10 foot right of way for sanitary sewer facilities deeded to James S. Coulbourn, Sr., et al, by Ethel J. Dicus on July 21, 1959 and recorded among the said Land Records in Liber GTC 1323, folio 75.

533-451

PARCEL NO. 2

BEGINNING FOR THE SAME at an iron pipe previously found at the end of the North 17 degree 11 minute East 446.02 foot line of the conveyance from Ethel J. Discus to North Arundel Associates by Deed dated September 16, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2206, folio 449; thence running from said beginning point so fixed and with the South 68 degree 44 minute East 266.33 foot line of the above mentioned conveyance, South 68 degrees 44 minutes East 266.33 feet to an iron pipe previously found on or near the west right of way line of Crain Highway; thence with the same and also running with part of the South 07 degree 01 minute East 140.73 foot line of the above mentioned conveyance, South 07 degrees 01 minute East 96.86 feet to a point located at the end of the South 72 degree 47 minute East 208.56 foot line of the description of the 40 foot right of way recorded with the above mentioned conveyance; thence leaving the said Crain Highway and running with the north side of the said 40 foot right of way and with the said South 72 degree 47 minute East 208.56 foot line, reversely, North 72 degrees 47 minutes West 208.56 feet to a point located at the end of the South 68 degree 44 minute East 97.03 foot line of the description of the said 40 foot right of way; thence with said line, reversely, and continuing along the north side of said 40 foot right of way, North 68 degrees 44 minutes West 97.03 feet to intersect the North 17 degree 11 minute East 446.02 foot line of the above mentioned conveyance to North Arundel Associates recorded in Liber MSH 2206, folio 449; thence with part of said line and leaving said 40 foot right of way North 17 degrees 11 minutes East 100.28 feet to the place of beginning. Containing 0.63 of an acre, more or less, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, in September, 1972.

The above described 0.63 of an acre having the use in common with others of the 40 foot right of way described in the above mentioned conveyance to North Arundel Associates recorded in Liber MSH 2206, folio 449.

533-452

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)  
Jeffrey C. Schmidlein, M.D.  
302 Ritchie Highway  
Severna Park, MD 21146

2. Secured Party(ies) and address(es)  
Deerfield Federal  
Savings & Loan  
745 Deerfield Road  
Deerfield, IL 60015

For Filing Officer (Date, Time and Filing Office)  
RECORD FEE 10.00  
POSTAGE .50  
#229140 0040 R04 109:37  
10/25/88  
TW

4. This statement refers to original Financing Statement bearing File No. 081380  
Filed with Anne Arundel County Date Filed September 25, 1987

- 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. Amend debtor's address to read as follows: Loan # 571979A 71580A  
1521 Ritchie Highway, Suite D  
Arnold, MD 21012

No. of additional Sheets presented:

By Jeffrey C. Schmidlein, M.D.  
*Jeffrey C. Schmidlein*  
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

Deerfield Federal Savings & Loan  
*[Signature]*  
By: Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ 64,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$448.00.  
This financing statement Dated October 18, 1988 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.

Address P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

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

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

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

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

RECORD FEE 17.00  
POSTAGE .50  
RECORD TAX 448.00

#230370 0040 R04 11/1/85  
10/25/88

A. 50  
448.00  
959.50

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)

R & D Equipment Sales, Inc.  
Donald E. Wilson Pres.  
(Signature of Debtor)

Donald E. Wilson  
Type or Print Above Name on Above Line

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

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

First Interstate Credit Alliance, Inc.

Larry F. Kimmel  
(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.

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

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 18th day of October, 1988 by and between

R & D Equipment Sales, Inc., having its principal place of business at  
P.O. Box 227 Gambrills, MD 21054

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to inure fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glower, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any advise respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

533 455

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

R & D Equipment Sales, Inc. (Seal)  
Mortgagor

By Donald E. Wilson Pres. (Title)

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

SS

Donald E. Wilson being duly sworn, deposes and says:

1. He is the **President** of **R & D Equipment Sales, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **First Interstate Credit Alliance, Inc.** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of \_\_\_\_\_, 19\_\_\_\_

Donald E. Wilson

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS: I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

**R & D Equipment Sales, Inc.**

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC  
CAL 8777

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 18, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Champion Personnel/Material Hoist	US601R	779796
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

R & D Equipment Sales, Inc.

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

By: Donald E. Will Pres.

5332

457

STATE OF MARYLAND

ANNE ARUNDEL COUNTY - MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275066

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

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

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Warren Walker & Sons, Inc.
Address 6812 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street, 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 Air Compressor Model P185WJD

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 Blvd.
King of Prussia, PA 19406

(7107-2 JK)

CHECK THE LINES WHICH APPLY

11.00

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORDS FEE 11.00
POSTAGE .50
REC-430 COM ROM 111-110
10/25/00

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

J. Warren Walker & Sons, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Ingersoll-Rand Company
Type or Print Above Signature on Above Line

BA 8167- B3144

Anna Arnold

BOOK 533 458

275067

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 4/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kyle & Linda D. Ferguson

Address 2045 Horse Shoe Circle, Jessup, Md. 20794

2. SECURED PARTY

Name Second Federal Funding Corp

Address P.O. Box 4112

Buffalo, NY 14240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1993

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - above ground - 12 X 24 - and all attached thereto

RECORD FEE 12.00  
POSTAGE .50  
#230323 0040 R04 110:23  
10/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral in crops) The above described crops are growing; or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 2045 Horse Shoe Circle, Jessup, Md. 20794

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Kyle Ferguson

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Debtor)

Linda D. Ferguson

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Wendy Eberhardt

Type or Print Above Name on Above Line

1252

885137-148

533 459

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519 Page 565

Identification No. \_\_\_\_\_ Dated October 9, 1987

1. Debtor(s) { Chandler Point Corporation  
Name or Names—Print or Type  
900 Ritchie Highway, Suite 201, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Provident Bank of Maryland  
Name or Names—Print or Type  
114 E. Lexington Street, Baltimore, MD 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 financing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
260 0777-R03 109:49  
10/25/88

Lot Number 15 and 17 as shown on the plat entitled "Chandler Point" at Water Oak Forest which plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated: October 17, 1988

Provident Bank of Maryland  
Name of Secured Party

Alex J. Guggenheim  
Signature of Secured Party

Alex J. Guggenheim, Vice President  
Type or Print (Include Title if Company)

1500

5332 460

275069

D-1  
9.110.7

To be Recorded In The  
Finance Records of  
Anne Arundel County

Not Subject to  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

RECORD FEE 34.00  
POSTAGE .50  
MTRARCO C345 R01 111128  
10/05/88

INDEMNITY FINANCING STATEMENT

This Indemnity Financing Statement dated October 19, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor/Indemnitor:

Address:

GLEN BURNIE INDUSTRIAL  
PARK LIMITED PARTNERSHIP,  
a Maryland limited  
partnership

5720 Executive Drive  
Baltimore, Maryland 21228

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

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2. Secured Party:

Aetna Life Insurance  
Company

CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty  
Investors, Inc.

3. This Indemnity Financing Statement Covers:

All that property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

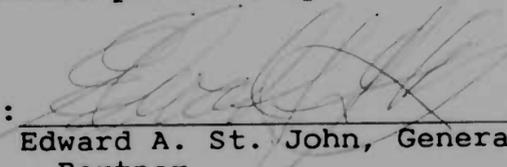
5. The aforesaid items are included as security under a certain Indemnity Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a certain Guaranty of Payment from Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain parcel of land containing 13.367+ acres and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

5332 462

Debtor:

GLEN BURNIE INDUSTRIAL PARK  
LIMITED PARTNERSHIP, a Maryland  
limited partnership

By:  (SEAL)  
Edward A. St. John, General  
Partner

To The Filing Officer: After this statement has been recorded,  
please mail the same to Patrick M. Shelley, Esquire, Semmes,  
Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

Legal Description

Beginning for the same at a point on the north side of Penrod Court; said point marks the division line between Lots 7 and 8 all as shown on a Plat of Glen Burnie Industrial Park recorded among the Plat Records of Anne Arundel County in Plat Book 40, page 31; said point is also located in the center line of a 66 ft. wide Baltimore Gas & Electric Company pole line easement as shown on said Plat. Thence from the point of beginning so fixed leaving the north side of Penrod Court and binding on the division line between said Lot 7 and Lot 8 and binding on part of the center line of said 66 ft. wide pole line easement, North 10 degrees 11 minutes 40 seconds East 304.67 feet to a point on the south side of the 50 year flood plain shown on said Plat of Glen Burnie Industrial Park; thence leaving said division line and leaving said center line and binding on the south side of said 50 year flood plain the following five courses and distances:

- North 60 degrees 50 minutes 50 seconds East 164.49 ft.;
- North 86 degrees 29 minutes 50 seconds East 49.09 ft.;
- South 63 degrees 26 minutes 10 seconds East 22.36 ft.;
- North 78 degrees 54 minutes 30 seconds East 51.97 ft.;
- North 76 degrees 45 minutes 40 seconds East 64.38 ft.;

thence leaving said flood plain and running through part of Lot 7 and part of Lot 6 for a line of division, South 27 degrees 14 minutes 30 seconds East 352.07 feet to a point on the north side of Penrod Court; thence binding on the north side of Penrod Court, South 62 degrees 45 minutes 30 seconds West 170.89 feet to a point of curvature; thence with a curve to the right having a radius of 263.45 ft.; a chord of South 74 degrees 18 minutes 50 seconds West 105.55 ft., a distance of 106.27 feet to a point of tangency; thence South 85 degrees 52 minutes 10 seconds West 197.00 ft. to a point of curvature; thence with a curve to the right having a radius of 75.00 ft., a chord North 71 degrees 20 minutes 40 seconds West 58.09 ft., a distance of 59.65 ft. to a point of reverse curve; thence with a curve to the left having a radius of 75.00 ft., a chord of North 64 degrees 10 minutes 55 seconds West 40.40 ft., a distance of 40.90 ft. to the point of beginning.

Containing 3.65 acres of land, more or less, according to a Plat made by James D. Hicks & Associates, Inc., Registered Surveyors, dated November 2, 1972.

Being part of Lot Nos. 6 and 7 as shown on the Plat entitled "Glen Burnie Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 40, folio 31.

Beginning for the same at a point on the north side of Penrod Court; said point marks the division line between Lots 7 and 8, as shown on a Plat of Glen Burnie Industrial Park recorded among the Plat Records of Anne Arundel County in Plat Book 40, page 31. Thence from the point of beginning so fixed leaving said division line and binding on the north side of Penrod Court; being a curve deflecting to the left having a radius of 75.00 ft.; a length of 113.78 ft., and a chord

- (1) South 56 degrees 43 minutes 50 seconds West 103.18 ft. to a point; thence leaving said Penrod Court and running through Lot 9 for a line of division as previously established;
- (2) North 76 degrees 44 minutes 00 seconds West 341.46 ft. to a point in the westerly outline of said Lot 9; thence binding on a part of the outline of said Lot 9, the following two courses;
- (3) North 13 degrees 11 minutes 50 seconds West 197.51 ft.;
- (4) North 07 degrees 03 minutes 10 seconds East 74.00 feet to a point on the southerly side of the 50 year flood plain as shown on said Plat of Glen Burnie Industrial Park; thence binding on the southerly side of said 50 year flood plain and still binding on part of the outline of said Lot 9, the following three courses and distances;
- (5) South 53 degrees 51 minutes 50 seconds East 58.46 ft.;
- (6) North 78 degrees 18 minutes 40 seconds East 59.23 ft.;

(7) South 32 degrees 39 minutes 40 seconds East 46.33 ft. to a point which marks the division line between Lots 8 and 9 as shown on said Plat; thence leaving said Lot 9 and binding on part of the outlines of said Lot 8 and still binding on said 50 year flood plain, the following nine courses and distances;

(8) North 70 degrees 58 minutes 30 seconds East 30.68 ft.;

(9) North 24 degrees 20 minutes 30 seconds East 46.10 ft.;

(10) North 82 degrees 41 minutes 40 seconds East 39.32 ft.;

(11) North 79 degrees 41 minutes 40 seconds East 89.44 ft.;

(12) South 62 degrees 24 minutes 10 seconds East 49.65 ft.;

(13) South 81 degrees 14 minutes 10 seconds East 26.31 ft.;

(14) North 71 degrees 01 minutes 50 seconds East 33.84 ft.;

(15) North 81 degrees 17 minutes 50 seconds East 99.14 ft.;

(16) North 60 degrees 50 minutes 50 seconds East 3.83 ft. to a point which marks the division line between Lots 7 and 8, as shown on said Plat, said last mentioned point also marks the center line of a 66 ft. wide pole line easement as shown on said Plat of Glen Burnie Industrial Park; thence leaving said flood plain and binding on the division line between said Lots 7 and 8, and binding on the center line of said pole line easment,

(17) South 10 degrees 11 minutes 40 seconds West 304.67 ft. to the point of beginning.

Subject to the 66 ft. wide pole line easement and 15 ft. utility easement all as shown on said Plat of Glen Burnie Industrial Park.

Containing 3.1181 acres of land, more or less, within the bounds of this descriptions according to a survey and plat made by James D. Hicks & Associates, Inc., Registered Surveyors, dated April 20, 1972

Being Lot No. 8 and part of Lot No. 9 as shown on a Plat entitled "Glen Burnie Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 40, folio 31.

**Beginning** for the same at a point which marks the division line between Lots 10 and 11, as shown on the Plat of Glen Burnie Industrial Park recorded among the Plat Records of Anne Arundel County in Plat Book No. 40, page 31; said point being located North 85 degrees 52 minutes 10 seconds East 87.65 feet from the end of the South 85 degrees 52 minutes 10 seconds West 988.92 foot line described in that conveyance from Felton Pumphrey, et al. to Glen Burnie Industrial Park by Deed dated November 8, 1968 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2226, folio 210; said point being also in the center line of an existing pole line easement to the Baltimore Gas & Electric Company by Deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 459, folio 465, as shown on said Plat of Glen Burnie Industrial Park. Thence from the point of beginning so fixed leaving said division line and leaving the center line and binding on part of the outlines of Lot 10 and Lot 9, as shown on said Plat, the following three courses and distances: South 85 degrees 52 minutes 10 seconds West 87.65 feet; North 77 degrees 10 minutes 50 seconds West 360.43 feet; North 15 degrees 49 minutes 10 seconds East 296.93 feet; thence leaving said outline and running through said Lot 9, for a line of division as now established, South 76 degrees 44 minutes 00 seconds East 341.46 feet to a point on the westerly side of Penrod Court; thence binding on the westerly side of Penrod Court, being a curve deflecting to the left having a radius of 75.00 feet, a length of 121.83 feet and chord South 33 degrees 16 minutes 10 seconds East 106.87 feet to a point which marks the division line between Lots 10 and Lot 11, as shown on said Plat of Glen Burnie Industrial Park; said point being also in the center line of the aforementioned pole line easement to the

Baltimore Gas & Electric Company; thence leaving said Penrod Court and binding on the division line between Lot 10 and Lot 11, and binding on part of the center line of said pole line easement, South 10 degrees 11 minutes 40 seconds West 193.00 feet to the point of beginning.

Containing 2.7554 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks & Associates, Inc., Registered Surveyors dated October 22, 1971.

Being part of Lot 9 and all of Lot 10, as shown on a Plat entitled "Glen Burnie Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 40, page 31. See also Minor Subdivision Plat prepared by James D. Hicks and recorded among the Land Records of Anne Arundel County in Liber 2451, folio 162.

Beginning for the same at a point on the south side of Penrod Court; said point marks the division line between Lots 10 and 11 as shown on the Plat of Glen Burnie Industrial Park recorded among the Plat Records of Anne Arundel County in Plat Book 40, page 31; said point is also in the center line of a 66 foot pole line easement as shown on said Plat. Thence from the point of beginning so fixed leaving said division line and leaving the center line and binding on the south side of Penrod court along a regular curve to the left having a radius of 75.00 feet, a chord North 70 degrees 14 minutes 45 seconds East 74.88 feet, a distance of 78.40 feet to a point of compound curvature; thence with a regular curve to the right having a radius of 75.00 feet, a chord of North 63 degrees 05 minutes 00 seconds East 58.09 feet, a distance of 59.69 feet to a point of tangency; thence still binding on the south side of Penrod Court, North 85 degrees 52 minutes 10 seconds East 197.00 feet to a point of curvature; thence with a regular curve to the left having a radius of 313.45 feet, a chord of North 74 degrees 18 minutes 50 seconds East 129.59 feet, a distance of 130.47 feet to a point of tangency; thence still binding on said side of Penrod Court, North 62 degrees 45 minutes 30 seconds East 125.49 feet to a point; thence leaving said Penrod Court and running through Lot 12 as shown on said Plat of Glen Burnie Industrial Park for a line of division as now established, South 32 degrees 32 minutes 10 seconds East 188.58 feet to a point which marks the northwesternmost corner of Lot 13; thence binding on the division line between Lots 12 and 13 as shown on said Plat, South 04 degrees 07 minutes 50 seconds East 139.00 feet; thence leaving said last mentioned division line and binding on the southernmost outline of Lot 12 and 11, South 85 degrees 52 minutes 10 seconds West 702.51 feet to the division line between Lots 10 and 11 as shown on said Plat, said last mentioned point being also in the center line of the aforementioned 66 foot pole line easement as shown on said plat; thence binding on said last mentioned division line, North 10 degrees 11 minutes 40 seconds East 193.00 feet to the point of beginning.

Containing 3.623 acres of land, more or less, according to a survey and plat made by James D. Hicks & Associates, Inc., Registered Surveyors.

Being all of Lot 11 and part of Lot 12 as shown on a Plat of Glen Burnie Industrial Park recorded among the Land Records of Anne Arundel County in Plat Book 40, page 31. See also Minor Subdivision Plat prepared by James D. Hicks & Associates, Inc. and recorded among the Land Records of Anne Arundel County in Liber 3088, folio 546.

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including,

BOOK 533<sup>2</sup> PAGE 467

without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

5387 468 275070

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
Bay Yacht Agency, Inc.  
326 1st Street  
Annapolis, MD 21403

2 Secured Party(ies) and address(es)  
AT&T Credit Corporation  
P.O. Box 1008  
Chadds Ford, PA 19317

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office) 11.00  
#230460 1040 104 112122  
10/25/88

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.  
11.00  
"Not subject to recordation tax"

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:  
Anne Arundel County

Bay Yacht Agency, Inc.  
By: [Signature] (PRESIDENT)  
Signature(s) of Debtor(s)

AT&T Credit Corporation  
By: [Signature]  
Signature(s) of Secured Party(ies)  
(For Use in Most States)

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275071

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 DUE

If this statement is to be recorded in land records check here.

CSC DOES NOT REQUIRE RECORDATION TAX

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BWI Golf Center, Inc.  
Address 621 Hammonds Ferry Road  
Glen Burnie, MD 21061

2. SECURED PARTY

Name E-Z-Go Division Textron, Inc.  
Address P.O. Box 388  
Augusta, GA 30913-2699

Person And Address To Whom Statement Is To Be Returned 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 goods (including equipment and inventory) wherever located, whether now owned or hereafter acquired by Debtor, produced or distributed by E-Z-GO Division of Textron, Inc., including but not limited to golf cars, utility vehicles, parts and accessories therefore; and proceeds of all of the foregoing.

11.00

RECORD FEE 11.00  
#230480 CO-40 R04 T12:24  
10/25/88

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ANNE ARUNDEL COUNTY (MARYLAND)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)  
BWI Golf Center, Inc.

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

E-Z-Go Division Textron, Inc.

Type or Print Above Signature on Above Line

5932 470

STATE OF MARYLAND

275072

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 August 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D and S Corporation  
Address 7932 Reich's Ford Road, Frederick, MD 21701

2. SECURED PARTY

Name Merit Leasing Company  
Address P.O. Box 3350, Des Moines, Iowa 50316

Person And Address To Whom Statement Is To Be Returned 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 - DZ2083 Duz-Mor Auto Collision Repair System s/n 8805032W
- One - DZ2002 Accessory Package

Name and address of Assignee  
 Stephens Diversified Leasing, Inc.  
 P.O. Box 11280  
 Reno, NV 89510-1280  
 RECORD FEE 11.00  
 POSTAGE .50  
 #214400 0777 R03 114:40  
 10/25/88

522.14

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)

D and S Corporation  
Type or Print Above Name on Above Line

*Damon Catlin*  
(Signature of Debtor)

Damon Catlin, President  
Type or Print Above Signature on Above Line

115

*John C. Clark*  
(Signature of Secured Party)

John C. Clark, Managing Partner  
Type or Print Above Signature on Above Line

5332 471

275073

**FINANCING STATEMENT**

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): **Chesapeake Paving Co., Inc.**  
 Address: **Suite 219 Woodbridge Center Bldg.  
 2444 Solomons Island Road  
 Annapolis, MD 21401**

2. Name of Secured Party (or Assignee): **George Associates, Inc.**  
 Address: **2340 Montgomery St.  
 Silver Spring, Md. 20910**

3. This Financing Statement covers the following types (or items) of property:  
**1 - Blaw-Knox RW-38 Road Widener, Serial No. 0869-008.**

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 11.00  
 POSTAGE .50  
 #214410 C777 P03 T14:41  
 10/25/88

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

1150

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):  
**Chesapeake Paving Co., Inc.**

Secured Party:  
**George Associates, Inc.**

By: Dianna Miragliuolo  
**Dianna Miragliuolo, Vice-Pres.**

By: Ralph A. George  
**Ralph A. George, Exec. Vice-Pres.**  
 Type Name and Title

21

#2

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to George Associates, Inc. at address shown in 2. above)

**EXEMPT UNDER TAX-PROPERTY ARTICLE, 12-108(K)(4).**

275074

533 472

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): Anne Arunde.

1 Debtor(s) (Last Name First) and address(es)  
Banks, Nicholas  
Willow Oak Farm  
P.O. Box 4216 Highway 770  
Eden, NC 27286

2 Secured Party(ies) and address(es)  
Miller Yacht Sales, Inc.  
Route 166  
South Toms River, NJ 08757  
295190

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
#214430 0777 R03 714:41  
10/25/88

4 This financing statement covers the following types (or items) of property:  
1988 MARINE TRADER Sundeck w/ Cockpit 40/44  
HTY44 1216886  
Complete with twin 210 Cummins Diesel Engines  
P/44219895 s/44219893  
and all equipment contained on board.  
  
Kept: Shipwright Harbor, Deale, MD  
  
Not Subject to Recordation Tax - Signed Conditional Sales Contract  
sak

5. Assignee(s) of Secured Party and Address(es)  
FIRST COMMERCIAL CORPORATION  
200 Sheffield Street  
Mountainside, NJ 07092

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Clerk of Circuit Court -  
Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Nicholas Banks  
By: Nicholas Banks  
Signature(s) of Debtor(s)

MILLER YACHT SALES, INC.  
Joan M. Brigg, Secretary/Treasurer  
By: Joan M. Brigg  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

275075

5835 473

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)

Carol Nethen Film Scores  
104 Annapolis  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Worldmark Publishing Corp.  
1208 U.S. Highway One  
North Palm Beach, FL 33408

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#214440 C777 R03 T14:42  
10/25/98

4 This financing statement covers the following types (or items) of property:

All audio equipment and software and all accessories and  
replacements therefor and all updates thereto now existing  
or hereafter acquired.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

By: Carol Nethen Carol Nethen Film Scores Title VP  
 Signature(s) of Debtor(s) By: [Signature] Worldmark Publishing Corp. Title  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

275076

533 474

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)  
Carol Nethen  
104 Annapolis  
Annapolis, MD 21401

2 Secured Party(ies) and address(es)  
Worldmark Publishing Corp.  
1208 U.S. Highway One  
North Palm Beach, FL 33408

for Filing Office  
Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
#214450 0777 R03 T14:42  
10/25/88

4 This financing statement covers the following types (or items) of property:  
All audio equipment and software and all accessories and replacements therefor and all updates thereto now existing or hereafter acquired.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: Carol Nethen  
Signature(s) of Debtor(s)

Title

By: Worldmark Publishing Corp  
[Signature]  
Signature(s) of Secured Party(ies)

Title  
VP

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 2250447

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 R. JONES JR.  
Address 1993 MORELAND PARKWAY ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.  
Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772  
J.I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY SYRACUSE, NEW YORK 13214  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

(1) CASE 580K TRACTOR LOADER BACKHOE  
SERIAL #JJG0008008

Name and address of Assignee

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#214460 C777 R03 T14:43  
10/25/88

THIS IS A RETAIL INSTALLMENT CONTRACT

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)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

X *James Michael Jones Jr.*  
(Signature of Debtor)

JAMES R. JONES JR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SUIT & WELLS EQUIPMENT CO., INC.  
(Signature of Secured Party)  
*Jay Williams*  
Type or Print Above Signature on Above Line

275073

533 476

Fill in before filing out form.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) <b>GRZESIAK CHANTAL</b>  <b>246 EDWARDS LANE</b> <b>LOTHIAN MD 20711</b>	2 Secured Party(ies) Name(s) and Address(es) <b>PROFESSIONAL MH BROKERS</b> <b>10401 LANHAM-SEVERN ROAD</b> <b>LANHAM, MD 20706</b>	3 <input type="checkbox"/> The Debtor is a transmitting utility  4 For Filing Officer: Date, Time, No. Filing Office <b>RECORD FEE 11.00</b> <b>#214470 0777 R03 T14:44</b> <b>10/25/88</b>	
5 This financing Statement covers the following types (or items) of property <b>1978 SKYLINE HILLCREST 14 X 70</b> <b>SERIAL # 02110421H AND INCLUDING ALL FURNITURE, FIXTURES,</b> <b>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;</b> <b>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S</b> <b>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.</b>		6 Assignee(s) of Secured Party and Address(es) <b>GREEN TREE ACCEPTANCE INC.</b> <b>2200 OPITZ BOULEVARD SUITE 245</b> <b>WOODBIDGE, VA 22194</b>	
8 Describe Real Estate Here 11.00 <input type="checkbox"/> Products of the Collateral are also covered <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner <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)	
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)

No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

By **x** Chantal Grzesiak Signature(s) of Debtor(s)  
 By DC Iwein agent 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

533-477

275079

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)  
Cardinal Industries, Inc.  
2040 South Hamilton Road  
Columbus, Ohio 43232

2. Secured Party(ies) and address(es)  
D&K Financial Corporation  
~~XXXXXXXXXXXXXXXXXXXX~~  
200 Tri-State International  
Lincolnshire, Illinois 60015

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#214480 C777 R03 114:44  
10/25/88

4. This financing statement covers the following types (or items) of property:  
Lease Schedule #133-04/#4007716-001  
(1) Caterpillar Lift Truck, Model V80E  
Serial Number 77X01786  
Location: Cardinal Industries, Inc.  
333 S. Hammonds-Ferry Road  
Glen Burnie, MD 21061  
NOT SUBJECT TO MARYLAND RECORDATION TAXES-SEE BELOW

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel, Maryland

CARDINAL INDUSTRIES, INC.

~~XXXXXXXXXXXXXXXXXXXX~~  
D&K FINANCIAL CORPORATION

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

5332 478

275031

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 00415

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Cape St Claire United Methodist Church  
Address 885 Chestnut Tree Drive Annapolis, MD 21401

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address 100 Dutch Hill Rd Suite 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT COST: 3068.46  
TAX: 24.50 Anne Arundel Cty

RECORD FEE 13.00  
POSTAGE .50  
#214490 C777 R03 114:45  
10/25/88

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTELS, PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES OF ANY KIND AND NATURAL RESOURCES WHEREVER LOCATED, NOW OR HEREAFTER ACQUIRED, WHICH DEBTOR HAS ANY INTEREST AND ANY CONTRACT RIGHTS OR INTERESTS IN ATTACHED TO THIS AGREEMENT AND/OR IN ANY INSTRUMENTS FILED IN CONNECTION THEREWITH, THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING 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)

11.50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(SEE ATTACHED)

\_\_\_\_\_  
(Signature of Debtor)  
CAPE ST CLAIRE UNITED METHODIST CHURCH  
Type or Print Above Name on Above Line

(SEE ATTACHED)

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
FIRST INTERSTATE CREDIT ALLIANCE, INC.  
F/K/A CREDIT ALLIANCE CORPORATION  
Type or Print Above Signature on Above Line



**Leasing Service Corporation**

A Subsidiary of  
First Interstate Bancorp.

9400 S.W. Barnes Road Suite 200

(the "LESSOR")

(503) 297-1408

Portland, Oregon 97225-6655

LOG NUMBER

LEASE NUMBER

00415-1

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

CAPE ST CLAIRS UNITED METHODIST CHURCH  
800 WESTBURY TRL DR  
HILLSDALE MO 64114

SUPPLIER OF EQUIPMENT (Complete Address)

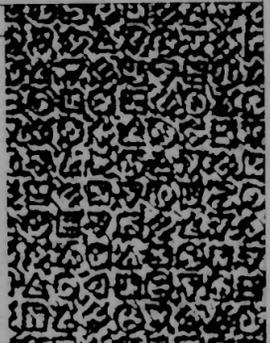
AT&T  
4 CAMPUS DR SW SUITE  
IRVING TX 75039

5332 479

NAME AND TITLE OF PERSON TO CONTACT:

**EQUIPMENT LEASED**

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	WPIRITY CONTROL UNIT MODEL# 30N 5/NE
5	SETS 5-BUTTON MODEL# 5/NE
1	SET 21-BUTTON MODEL# 5/NE



LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

SALE WPIRITY CONTROL UNIT

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
107.20	30	3816.00	30	107.20	
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX, IF APPLICABLE)		(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

**Terms and Conditions of Lease**

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or \_\_\_\_\_, whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

**THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.**

ACCEPTED AT: \_\_\_\_\_ LESSEE (FULL LEGAL NAME) \_\_\_\_\_ DATE EXECUTED BY LESSEE \_\_\_\_\_

DATE: 8/9/88 \_\_\_\_\_

LESSOR: **Leasing Service Corporation**

BY: Barbara Bugg Agent BY: Julia L. Schneider Treasurer/Bookkeeper

BY: \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease 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 is 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 and 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.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor) (Guarantor)

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor) (Guarantor)

LEASE COPY

BOOK 533 PAGE 479-A

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1-15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then 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 sixty 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, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to 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. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair, or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this Lease, (ii) a receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (ii) and (iii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any moneys paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement, in any jurisdiction where the Uniform Commercial Code is in effect. Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease of any interest therein, or (b) sublet or lease equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1-15th 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 attorneys' fees. 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 all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter made by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent), or (iii) retain equipment and attempt re-lease of Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above, (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. 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 liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within the three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

533 430 275030

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Thomas K. Lo T/A East West  
 (Name)  
Chiropractic Clinic et al  
 (Name)  
1438 Defense Highway  
 (Address)  
Gambrills, Maryland 21054

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Stephanie Yancy  
 (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)

See attached schedule "A"

RECORD FEE 12.00  
 RECORD TAX 105.00  
 POSTAGE .00  
 #214500 0777 R03 T14:46  
 10/25/88  
 POSTAGE .50  
 #214510 0777 R03 T14:46  
 10/25/88

12.00  
 105.00  
 .50  
 117.50

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Thomas K. Lo, owner  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Brenda Bulich-Lo  
 (Print or Type Name)

Generating Equipment

-XMA Chiropractic System CS-1 with 320S  
Digital Generator Serial No. 02-09-8-75-10  
One year pro-rata tube warranty

Options:

- XMA 325 Microprocessor Generator  
w/5 year pro-rata tube warranty
- XMA B538 Hang on cassette holder

Automatic Processor

-Konica QX-70A Automatic Processor to  
include replenishment tanks and stand  
Serial No. 1361-06-89

Accessories

- S&S #215020 Safelight
- XMA I.D. Printer
- Set 1000 I.D. Cards
- S&S #169B Caliper
- Left/Right Markers
- BarRay #60929 Patient Protective Apron
- XMA Light Weight Cassettes mounted with  
MCI Hi Plus Intensifying Screens w/  
Standard Blocker #1 Position
- 8x10 (4)
- 10x12 (2)
- 14x17 (2)

A.A 1050

### Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

5332 182

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 262246 recorded in Liber 498, Folio 528 on June 10, 1986 (date).

1. DEBTOR(S):

Name(s): Annapolis Professional Pharmacy, Inc.

Address(es): 703 Giddings Avenue, Suite L-1  
Annapolis, Maryland 21401-1411

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles St.

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00  
POSTAGE .50  
#214520 CT77 R03 T14:46  
10/25/88

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.

10.50

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

**EQUITABLE BANK, National Association**

By Gayle A. Diecks  
Gayle A. Diecks  
Vice President  
(Type Name and Title)

BY: Robert G. Scrivener  
Robert G. Scrivener  
Corporate Banking Officer

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

01 8463-79386

275081

533 483

# FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated 8/26/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

### 1. DEBTOR

Name Phyllis L. Mowery

Address 8554 Kim Marie Ct., Pasadena, Md. 21122

### 2. SECURED PARTY

Name Second Federal Funding Corp

Address P.O. Box 4112

Buffalo, NY 14240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Aug. 1998

4. This financing statement covers the following type(s) (or items) of property: (list)

Kayak Award Winning Swimming Pool - 16 X 32 - above ground - and all attached thereto

RECORD FEE 11.00  
POSTAGE .50  
#214530 CTTY R03 114:46  
10/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 8554 Kim Marie Ct., Pasadena, Md. 21122

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

11.50

Phyllis L. Mowery  
(Signature of Debtor)

Phyllis L. Mowery  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Wendy Eberhardt  
(Signature of Secured Party)

Wendy Eberhardt  
Type or Print Above Name on Above Line

BA 8169-133171

5337 484

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 275082

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 5/17/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alfred S. & Ellen J. Long  
Address 522 Prince Charles, Odenton, Md. 21113

2. SECURED PARTY

Name Second Federal Funding Corp  
Address P.O. Box 4112  
Buffalo, NY 14240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1998

4. This financing statement covers the following type(s) (or items) of property: (list)

Kayak Award Winning Swimming Pool - 20' X 12' - above ground - and all attached thereto

RECORD FEE = 12.00  
POSTAGE .50  
#214550 0777 R03 114:48  
10/25/93

CHECK  THE LINES WHICH APPLY

5.  (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 522 Prince Charles, Odenton, Md. 21113

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Alfred S. Long  
(Signature of Debtor)

ALFRED S. LONG  
Type or Print Above Signature on Above Line

Ellen J. Long  
(Signature of Debtor)

ELLEN J. LONG  
Type or Print Above Signature on Above Line

Wendy Eberhardt  
(Signature of Secured Party)

Wendy Eberhardt  
Type or Print Above Name on Above Line

533 485

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

275083

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. \$ ~~XXXXXXX~~ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation
Address 1915 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Textron Financial Corp.
Address P.O. Box 9354
Minneapolis, MN 55440

RECORD FEE 11.00
#214560 0777 R03 714:48
10/25/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All goods (including equipment and inventory) financed by Textron Financial Corporation wherever located in which the Debtor now or hereafter has rights and which are manufactured and/or distributed by Austoft, Inc. (USA) (the "Vendor"), including but not limited to Mustang skid steer loaders and any goods bearing the Mustang logo or tradename, whether or not the same are held for sale, lease or as income producing assets, all returned or trade-in goods accepted in exchange therefor (whether or not the same has been manufactured and/or distributed by the Vendor), or repossessed goods and spare parts therefor, together with all present and future attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy, and all instruments, accounts and chattel paper (including without limitation leases and conditional sales contracts) arising therefrom and proceeds of all of the foregoing.

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)

11.00

Signature of Debtor: Kenneth R. Wagner - Pres.

Southward Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anne Arundel County Clerk

Signature of Secured Party: Vicki Harris, Agent

Textron Financial Corp.
Type or Print Above Signature on Above Line

REC'D OCT 19 1988

275084

533-486

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)  
Timothy J. Mauler  
224 Sunset Drive 21061  
Glen Burnie, MD 21122

2 Secured Party(ies) and address(es)  
TBC Financial Services, Inc.  
103 Springer Building  
Concord Plaza  
3411 Silverside Road  
Wilmington, DE 19810

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 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)

RECORD FEE 11.00  
POSTAGE .50  
#214570 0777 R03 T14:49  
10/25/98

11.50

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

By  Timothy J. Mauler  
Signature(s) of Debtor(s) Timothy J. Mauler

By D J DeCina  
Signature(s) of Secured Party(ies) Asst. Treas.  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.  
(For Use in Most States)

533-487

**Financing Statement**

Perpetual Savings Bank, F.S.B.



THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO  YES

NAME OF RECORD OWNER:

NOT SUBJECT TO RECORDATION TAX

Subject to recordation tax; principal amount is \$ \_\_\_\_\_

1. Name of Debtor: Lapides Corporation  
Address: 2077 Maidstone Farm Road  
Annapolis, Maryland 21401

2. Name of Secured Party: Perpetual Savings Bank, F.S.B.  
2034 Eisenhower Avenue  
Alexandria, Virginia 22314

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check  one or more boxes applicable:

(A) *Receivables.*

(1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;

(B) *Inventory.*

All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;

(C) *Equipment.*

All machinery, equipment, furniture and fixtures;

(D) *Other:*

All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(E)

All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;

(F)

All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.

(G)

If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): \_\_\_\_\_

11.00  
.50  
R03 T14:49  
10/25/88

11.00  
.50

4. Number of continuation sheets presented: 1

Debtor:

LAPIDES CORPORATION

By:

Name: Morton A. Lapides

Title: President

(Type or print name and title of each signatory.)

Secured Party:

PERPETUAL SAVINGS BANK, F.S.B.

By:

Name: LANDIS M.F. VANCE

Title: VICE PRESIDENT

Please return to the Secured Party at the address stated above.

Filing Officer Copy - Alphabetical

SCHEDULE "A" TO FINANCING STATEMENT

JOO 02046, JOO 02047  
JOO 02048, JOO 02049

Certificate of Deposit # JOO 02050 issued by Perpetual Savings Bank, F.S.B. together with: ~~(a) all interest now or hereafter earned thereon; and (b) all roll-overs, extensions, renewals, modifications, replacements, amendments, substitutions and exchanges thereof or therefor.~~

5332 489

275086

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)  
 LEROY WILLIAM JONES  
 74 EDWARD LANE  
 LOTHIAN, MARYLAND 20711  
 DAWN MARIE CONNOLLY

2 Secured Party(ies) Name(s) and Address(es)  
 ACCENT MOBILE HOMES  
 7401 MOORE ROAD  
 BRANDYWINE, MARYLAND 20613

4 For Filing Officer Date Time No Filing Office  
 RECORD FEE 12.00  
 TOTAL 12.00  
 #214590 0777 R03 T14:50  
 10/25/88  
 POSTAGE .50

5 This Financing Statement covers the following type(s) of property  
 1977 65145557  
 65X 14 WINDSOR Rooms  
 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.  
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)  
 Crescent Financial, Inc.  
 1623 Forest Drive Suite 201  
 Annapolis, MD, 21401  
 #214590 0777 R03 T14:50

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) 10/25/88

8 Describe Real Estate Here  This Statement is to be indexed in the Real Estate Records  
 11.50

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  
 all 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: LEROY WILLIAM JONES *Leroy William Jones* Crescent Financial, Inc.  
 DAWN MARIE CONNOLLY *Dawn Marie Connolly* *Debra L. Haughey*  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(1) Filing Officer Copy - Numerical  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

(3/83)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267  
ID No. 270735

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) 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  
200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

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  
#313130 0237 R02 115432  
10/25/89

BEING KNOWN AND DESIGNATED as Lot Nos. 10, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 9-13-88

MERCANTILE MORTGAGE CORPORATION  
Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
Paul A. Stuart  
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
88-324

10.00

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

- 1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
M313200 0237 R02 T15435  
10/25/88

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 17) as shown on the Plats entitled "Phase 2, Building 18, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-38, pages 28 through 33, inclusive, Plats No. E-1878 through E-1883, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 202, (Building 18) as shown on the Plats entitled "Phase 2, Building 18, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 37 through 41, inclusive, Plats No. E-1887 through E-1891, inclusive.

Dated: October 4, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Pamela A. Masterman*

Pamela A. Masterman  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(88-693/412)

1000 58

553-492

275087

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 BIA Acquisitions, Inc.  
Address 7701 Lemmon Avenue, Dallas, TX 75209

2. SECURED PARTY

Name PaineWebber Funding, Inc.  
Address 1285 Avenue of the Americas  
New York, NY 10019

Person And Address To Whom Statement Is To Be Returned 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, Inventory, Accounts, Fixtures, Documents, Instruments, Contract Rights and general intangibles, whether now or hereafter owned or leased and all proceeds (including insurance proceeds of all of the foregoing).

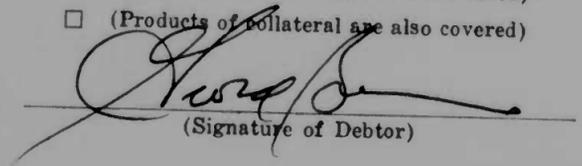
NO RECORDATION TAX DUE - RECORDATION TAX IS NOT DUE, AS THE AMOUNT OF ASSETS IN MARYLAND IS LESS THAN TEN PERCENT (10%) OF TOTAL ASSETS.  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

COLLATERAL LOCATION: BALTIMORE WASHINGTON INTERNATIONAL AIRPORT P.O. BOX 8766 BALTIMORE, MD 21240

  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

#16008

533 493

275088

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 BIA Acquisitions, Inc.

Address 7701 Lemmon Avenue, Dallas, TX 75209

2. SECURED PARTY

Name European American Bank

Address 156 West 56th Street  
New York, NY 10019

Person And Address To Whom Statement Is To Be Returned 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, Inventory, Accounts, Fixtures, Documents, Instruments, Contract Rights and general intangibles, whether now or hereafter owned or leased and all proceeds (including insurance proceeds of all of the foregoing).

NO RECORDATION TAX DUE - RECORDATION TAX IS NOT DUE, AS THE AMOUNT OF ASSETS IN MARYLAND IS LESS THAN TEN PERCENT (10%) OF TOTAL ASSETS.

CHECK  THE LINES WHICH APPLY

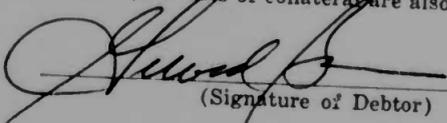
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COLLATERAL LOCATION: BALTIMORE WASHINGTON INTERNATIONAL AIRPORT P.O. BOX 8766 BALTIMORE, MD 21240

  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

#16008

533-494

275089

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): Physical Therapy & Sports Fitness Associates, PA 200 Hospital Drive Suite 205 Glen Burnie, MD 21061		2. Secured Party(ies) Name(s) and Address(es): COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110		3. <input type="checkbox"/> The Debtor is a transmitting utility
				4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 #330660 0040 R04 T09:23 10/26/88

5. This Financing Statement covers the following types (or items) of property:  
See UCC 5a Attached hereto and forming a part hereof for complete equipment description

Products of the Collateral are also covered LEASE NO. 00-8120-0

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records  
The seller (secured party) is taking a security interest in the listed equipment.

9. Name of a Record Owner

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)

This is a conditional sale contract and is not subject to recordation tax.

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 checked="" type="checkbox"/> as to which the filing has lapsed, or 1207 <input type="checkbox"/> already subject to a security interest in another jurisdiction: 10-14 <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 checked="" type="checkbox"/> Lessee(s) and Lessor(s)
---	---

Physical Therapy & Sports  
Fitness Associates, PA

By Dennis Buchman Signature(s) of Debtor(s)  
Dennis H. Buchman, President

By [Signature] Signature(s) of Secured Party(ies)  
DORIS A. GRADMAN, 10 Assessor Secy.

(5/83) STANDARD FORM - FORM UCC-1 - Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

533 495

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): <b>Aytekın Ulgen, M.D., P.A.</b> 7845 Oakwood Road Glen Burnie, MD 21061	2. Secured Party(ies) Name(s) and Address(es): <b>Copelco Leasing Corporation</b> One MEDIQ Plaza Pennsauken, New Jersey 08110 Book 525, Page 386	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer Date File No. Filing Fee <b>POSTAGE .50</b> #230670 0040 R04 109132 10/26/88
---	---	--

5. This statement refers to original Financing Statement No. 272430 filed (date) Apr 14-88 with ANNE ARUND COUNTY

6.  A Continuation The original Financing Statement bearing the above file number is still effective.  
 B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F This statement is to be indexed in the Real Estate Records

**New Jersey National Bank, As Trustee**  
**Corp. Trust Dept., 370 Scotch Road,**  
**West Trenton, New Jersey 08628**

**All Collateral as listed in Org. UCC1 Stmt.**  
**Lease No. 00-5365-0**

11-00  
17-50

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)

By *Doris A. Erdman* Signature(s) of Secured Party(ies)  
**Doris A. Erdman, Asst. Secretary**

533 496

T3905

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 73
Identification No. 259351 Dated 11/25/85

1. Debtor(s) ST. JAMES CONSTRUCTION CO., INC.
P.O. BOX 611 Severna Park, Maryland 21146

2. Secured Party THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596 Baltimore, Maryland 21203

3. Maturity Date (if any) n/a

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
#314140 0055 R02 T13:31
10/26/88

Dated: April 28, 1987

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

Patricia A. Brian
(Signature of Secured Party)

Patricia A. Brian, Vice President
Type or Print (Include Title if Company)

Hartman and Train
2660 ... and Fourth Floor
Annapolis ...

5332 497

275031

Debtor or Assignor Form

### FINANCING STATEMENT

Not subject to Recordation Tax  To be Recorded in Land Records (For Fixtures Only).  
 Subject to Recordation Tax; Principal  
 Amount is \$ .....

<u>Name of Debtor</u>	<u>Address</u>
Charles Zandford	795B Fairview Ave. Annapolis, Md. 21403

<u>Secured Party</u>	<u>Address</u>
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):

1986 Formula, Model # 242LS, Serial # TNRM56541586

RECORD FEE 11.00  
 POSTAGE .50  
 #328320 (345) 401 714430  
 10/26/88

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

*Charles Zandford*  
Charles Zandford

**THE FARMERS NATIONAL BANK OF ANNAPOLIS**

.....  
.....

BY *Earl C. McNay*  
Earl C. McNay, ATP

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$319,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Arnold D. Horwitz and  
Lori S. Horwitz

ADDRESS:

7621 Baltimore Annapolis Blvd.  
Glen Burnie, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino  
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

RECORD FEE 14.00  
POSTAGE .50  
#215090 0777 R03 T10:05  
10/27/88

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

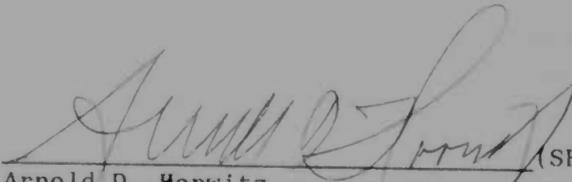
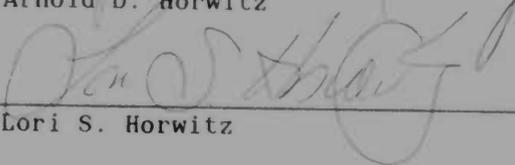
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

Handwritten signature/initials: J. S.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 0.386 ACRES OF LAND, MORE OR LESS, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 19, 1988

  
Arnold D. Horwitz (SEAL)  
  
Lori S. Horwitz (SEAL)

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

30556

BEGINNING FOR THE SAME on the southeast side of Glen Oak Avenue, 40 feet wide to a point marking the division line between Lot 1 and 27, Block C, Glen Oak Heights, recorded among the Land Records of Anne Arundel County in Plat Book 3, Folio 25. Thence leaving said point of beginning and running with and binding along the division line between Lots 1 and 6 and 27 to 32, Block C, of said Plat and along a 10 foot right-of-way for public service utilities as shown on said Plat South 60 degrees, 44 minutes, 24 seconds East 125 feet to a point, thence running with and binding along the division line between Lots 6 and 7, Block C, on said Plat, South 29 degrees, 15 minutes, 36 seconds West 133.53 feet to a point in the northeast right-of-way line of Maryland Route No. 648 as shown on Plat No. 38804, thence running with and binding thereon North 61 degrees, 44 minutes, 21 seconds West 116.37 feet to a point North 54 degrees, 28 minutes, 54 seconds West 8.70 feet to a point on the southeast side of said Glen Oak Avenue, thence running with and binding thereon North 29 degrees, 15 minutes, 36 seconds East 134.6 feet to the place of beginning. Containing 0.386 acres, more or less. Being the remaining portion of Lots 1 to 6 inclusive, Block C, Glen Oak Heights, recorded among the Land Records of Anne Arundel County in Plat Book 3, Folio 25.

The improvements thereon being known as No. 7621 (formerly 800) Baltimore Annapolis Boulevard.

BEING the same lot(s) of ground described in a WARRANTY DEED dated NOVEMBER 3, 1980 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber 3360, folio 467 from L. MARTIN LOWE and GRACE LOWE, husband and wife to ARNOLD D. HORWITZ .

533-501 . .

# not used

10-27-88

FINANCING STATEMENT

ANNE ARUNDEL COUNTY

533

502

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

275106

1. Name of Debtor(s): **MARCY A. KELLY, CPA PA**  
 Address: **404 Crain Highway SW  
 Glen Burnie, MD 21061**

2. Name of Secured Party: **FIRST AMERICAN BANK OF MARYLAND**  
 Address: **XXXXXXXXXXXXXXXXXXXX**  
**2001 Davidsonville Road  
 Crofton, MD 21061**

3. This Financing Statement covers the following types (or items) of property:

**Accounts Receivable**

RECORD FEE 11.00  
 POSTAGE .50

4387240 6345 001 111/41

10/27/88

1

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): **MARCY A. KELLY, CPA PA**

*Marcy A. Kelly*  
 .....  
**Marcy A. Kelly, President**  
 .....

Secured Party:

**FIRST AMERICAN BANK OF MARYLAND**

By: .....

*Dennis L. Ortiz*  
 .....  
 (Type Name and Title)  
**Assistant Vice President**

(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)



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 503 Page No. 28  
ID No. 263835

1. Debtor(s) William J. Wroten and Jean L. Wroten and Eagle Development Corp.  
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 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 checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p> <p>RECORD FEE 10.00 POSTAGE .50 #315140 0237 R02 T12:50 10/27/88 CK</p>

SEE ATTACHED EXHIBIT A

Dated: 9-13-88 MERCANTILE MORTGAGE CORPORATION

Paul W. Parlos

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart  
Paul A. Stuart, Vice President



Please return to: James C. Praley, Esquire  
P.O. Box 1330  
Glen Burnie, MD 21061  
(86-005)

1000

Description of Arundel Home Finance Co. Parcel  
To Be Conveyed To Eagle Development Corporation

Beginning for the same at a point on the Easternmost side of the former Washington, Baltimore & Annapolis Railroad, as laid out 66 feet wide, said point also being at the end of the North 16° 00' East 1701.41 Foot line of a deed between Michael P. Darrow, Trustee, and Arundel Home Finance Corporation, dated October 4th, 1982, and recorded among the land records of Anne Arundel County, Maryland, in Liber 3532, Folio 184, thence leaving said road and running with the outline of the aforesaid deed as now surveyed North 73° 44' 32" East 580.47 feet, South 48° 51' 28" East 859.70 feet, South 39° 48' 17" West 345.98 feet, South 17° 48' 48" East 38±.59 feet, South 72° 18' 36" West 177.77 feet, South 72° 13' 16" West 106.04 feet, South 00° 19' 03" East 192.96 feet to the Northernmost side of Donaldson Avenue as now widened, thence with the North side of Donaldson Avenue South 69° 37' 33" West 127.58 feet, North 20° 22' 27" West 20.00 feet, South 69° 37' 33" West 35.00 feet, South 20° 22' 27" East 20.00 feet, South 69° 37' 33" West 684.38 feet, thence by a curve to the right with a radius of 1051.35 feet and an arc distance of 255.87 feet, thence North 46° 22' 51" West 43.06 feet to the Easternmost side of the former Washington, Baltimore & Annapolis Railroad, thence with the Easternmost side North 08° 26' 32" East 1653.80 feet to the point of beginning.

Containing in all 38.948 acres of land more or less.

Mail to

*James C. Haley*

TO BE RECORDED AMONG THE LAND RECORDS

FINANCING STATEMENT

275108

5332 506

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

NAME OF SECURED PARTY

ADDRESS

1. Annapolis Federal Savings Bank 140 Main Street  
Annapolis, Maryland 21401

NAME OF DEBTOR

ADDRESS

2. Daniel J. Lane 768 Holly Drive North  
Annapolis, Maryland 21401

3. This Financing Statement covers the following items of property:

All equipment and fixtures located at 582 A Bellerive Drive, Arnold, Maryland, 21012.

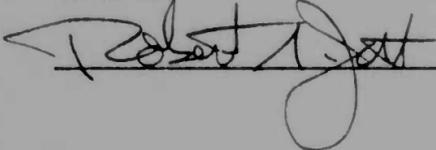
4. This Financing Statement is not subject to a Recordation Tax.

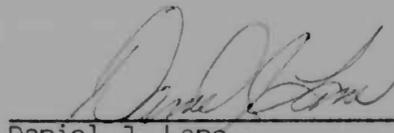
5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated October 6, 1988 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 6th day of October, 1988.

RECORD FEE 11.00  
POSTAGE .50  
#315440 0237 R02 T14:39  
10/27/88

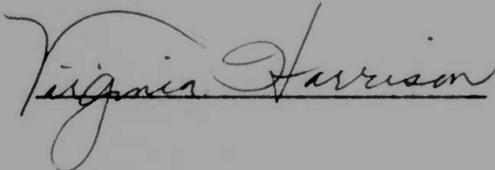
WITNESS:

  
\_\_\_\_\_

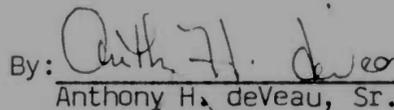
  
\_\_\_\_\_

Daniel J. Lane

ATTEST:

  
\_\_\_\_\_

ANNAPOLIS FEDERAL SAVINGS BANK

By:   
\_\_\_\_\_

Anthony H. deVeau, Sr. Vice President

11-30

533 507

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275109

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here s n/a

If this statement is to be recorded in land records check here

This financing statement Dated 27 October 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name Bayside Office Support Services, Inc.
Address 428 Fourth Street, Suite 4, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
H315510 0055 R02 T15:53
10/27/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Bayside Office Support Services, Inc.

Susan M Kolb

(Signature of Debtor)

Susan M. Kolb, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

John J. Feldman III

(Signature of Secured Party)

John J. Feldman III, President

Type or Print Above Signature on Above Line

1100/50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BUSINESS SYSTEMS MANAGEMENT, INC. DBA Entré of Annapolis  
 Address 116 Defense Highway, Conte Building, Annapolis, MD 21401

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION  
 Address 200 Unicorn Park Drive, Woburn, MA 01801

Person And Address To Whom Statement Is To Be Returned 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, accessories, additions and substitutions, including all returns and repossessions; all accounts receivable, notes, drafts, and other general intangibles now owned or hereafter acquired; all equipment, fixtures, and general furniture and fixtures, now owned or hereafter acquired, and all equipment, furniture and fixtures, now or hereafter acquired or now or hereafter in the possession, custody or control of Debtor, including replacements, substitutions and accessions thereto; 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.

Name and address of Assignee

RECORD FEE 12.00  
 POSTAGE .50  
 #231630 0040 R04 T00450  
 10/24/00

\*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)

CLERK'S NOTATION  
 Document submitted for record in a condition not permitting satisfactory photographic reproduction.

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
 (Signature of Debtor)  
 JOHN J. RICE  
 Type or Print Above Name on Above Line

(Signature of Debtor)  
 Type or Print Above Signature on Above Line

(Signature of Secured Party)  
 M. E. SACHERN  
 Type or Print Above Signature on Above Line

12.50

533 509

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):  
Anchor Yacht Basin, Inc.  
1048 Turkey Point Road  
Edgewater, MD 21037

2. Secured Party(ies) Name(s) And Address(es):  
Signet Bank N.A.  
1130 Connecticut Ave., N.W.  
Washington, D.C. 20036  
File# 263772

RECORD FEE 10.00  
POSTAGE .50  
#231660 0040 #04 110:23

3. (a) This statement refers to original Financing Statement bearing File No. Book #502 Page #542  
Filed with Anne Arundel County Date Filed September 17, 1986  
(b) If the original Financing Statement has previously been continued, the File No. of the last continuation filed.  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer CK 10/28/88

- 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.

10. Signatures: 10.50  
By \_\_\_\_\_ Signet Bank N.A. *Paul W. Uth*  
By Paul W. Uth, Vice President  
Debtor(s) (necessary only if item 7 is applicable) Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

533 510

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)  
Anchor Yacht Basin Inc.  
1048 Turkey Point Road  
Edgewater, Maryland 21037

2. Secured Party(ies) Name(s) And Address(es)  
Signet Bank N.A.  
1130 Connecticut Ave., N.W.  
Washington, D.C. 20036

RECORD FEE 10.00  
POSTAGE .50

CK  
#231650 0040 104 110:22  
10/28/88

3. (a) This statement refers to original Financing Statement bearing File No. Book 502 Page 435 File #263695  
Filed with Anne Arundel County Date Filed September 10 19 86  
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

- 4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

10. Signatures:

Signet Bank N.A.

By

Debtor(s) (necessary only if Item 7 is applicable)

By Paul W. Uth, Vice President

Secured Party(ies)

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

(1) Filing Officer Copy - Notarized

FINANCING STATEMENT CHANGE

UCC-3

533<sup>u</sup> 511

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 404-407  
Identification No. 265827 Dated 2-4-87

1. Debtor(s) { ELM Group, Inc./ESTIMATION, INC.  
Name or Names—Print or Type  
{ 805 L. Barkwood Ct., Linthicum Heights, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party { Bank of Maryland  
Name or Names—Print or Type  
{ 502 Washington Avenue, Towson, MD 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) n/a

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: termination</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE CK .50  
#331710 0040 R04 T10+35  
10/28/88

Dated: October 26, 1988 Bank of Maryland  
Name of Secured Party  
Martha Keller  
Signature of Secured Party  
Martha Keller, Loan Administrator  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

1050

533 512

275112

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

Maturity Date 5. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

NEVAMAR CORPORATION  
8339 TELEGRAPH RD.  
ODENTON, MD 21113

2. Secured Party(ies): Name(s) and Address(es):

CHASE THIRD CENTURY LEASING CO.  
P.O. BOX 601  
MOBERLY, MO 65270

4. For Filing Officer: Time, Date, No., Filing Office

RECORD FEE 11.00  
#216490 0777 R03 T10:26

5. This Financing Statement Covers the Following Types (or Items) of Property:

MITA COPIER & ACCESSORIES  
2-1305's  
2-1255's  
2-2555's  
3-4055's

Not subject to recordation

10/28/88

Proceeds —

"The property described hereon is attached as provided hereto is between Debtor as Lessee and Secured Party as lessor. The Secured Party is  Products of the Collateral are Also Covered:    
 Lease #645911  
 See Attachment  
 Agreement dated 10-14-88  
 The Secured Party has no right, expressed or implied, to sell, encumber, or otherwise dispose of such property."

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

8. Name(s) of Record Owner(s):

9. Assignee(s) of Secured Party and Address(es):

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state, or  
 which is proceeds of the following described original collateral which was perfected:

By NEVAMAR CORPORATION  
[Signature]  
Signature(s) of Debtor(s)

By CHASE THIRD CENTURY LEASING CO.  
[Signature]  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY ALPHABETICAL  
FORM UCC-1—MISSOURI UNIFORM COMMERCIAL CODE 11-

Approved By: Roy D. Blunt  
Secretary of State

LESSEE: NEVAMAR CORPORATION  
SUPPLIER: TOWSON COPY PRODUCTS, INC.  
PAGE TWO

OCT 07 1988 5332 513

There will be 24 payments of \$1,333.16 + 5% sales tax.

<u>UNIT LOCATIONS</u>	<u>EQUIPMENT</u>	<u>SERIAL NUMBERS</u>
1. Fountainhead	Mita DC-2555 ADF-II Copy Stand	<u>36002710</u> <u>37036422</u>
2. Accounts Receivable	Mita DC-2555 ADF-II Copy Stand	<u>36002743</u> <u>37036424</u>
3. Order Service Dept.	Mita DC-4055 ADF-II AS-10 Sorter Copy Stand	<u>36009828</u> <u>37017982</u> <u>37005563</u>
4. Marketing Dept.	Mita DC-4055 ADF-II Copy Stand	<u>36009814</u> <u>37017968</u>
5. Mail Room	Mita DC-4055 ADF-II Copy Stand	<u>36007158</u> <u>37008029</u>
6. Shipping Dept.	Mita DC-1255 Copy Stand	<u>46013131</u>
7. Warehouse Scheduling	Mita DC-1255 Copy Stand	<u>46013485</u>
8. Samples Dept.	Mita DC-1205 Copy Stand	<u>46050871H</u>
9. Seconds Dept.	Mita DC-1205 Copy Stand	<u>46050865H</u>

5332 514

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):  
Nature's Bounty Inc. c/o  
Vitamin World  
Kiosk 1360  
Glen Burnie Mall Shopping Ctr.  
6801 Gov. Rickey Hwy.  
Glen Burnie, MD.

No. of additional Sheets Presented:  
2. Secured Party(ies) Name(s) and Address(es):  
Long Island Trust Company N.A.  
Industrial Finance Dept.  
11 Broadway  
Hicksville, N.Y. 11801.  
95-7271080-5

3.  The Debtor is a transmitting utility.  
4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 10.00  
POSTAGE .50  
#216502 CT78 P03 T10:27  
467-408 10/28/83

5 This statement refers to original Financing Statement No 01098 C345 R01 filed (date) 11/09/83 with Anne Arundel County Maryland

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records

Section Block Lot

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

THE BANK OF NEW YORK as successor to  
Long Island Trust Company N.A.

By [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
(5/82)

STANDARD FORM - FORM UCC - 3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 518 Page No. 402  
Identification No. 269971 Dated 10/01/87

1. Debtor(s) AG Recovery Co., Inc., formerly  
Naron Ag Refining Co., Inc.  
Name or Names—Print or Type  
717 (L) Hammonds Ferry Rd., Baltimore, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party Daniel E. Wagner and Max Bloom  
Name or Names—Print or Type  
401 E. Pratt St., Suite 323, Baltimore, MD 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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
#216520 0777 R03 T10:28  
10/28/88  
CK

Dated: October 19, 1988

Daniel E. Wagner and Max Bloom  
Name of Secured Party

[Signature]  
Signature of Secured Party Daniel E. Wagner

[Signature]  
Max Bloom

10-

533 516

275111

Check if applicable  **TO BE RECORDED IN THE LAND RECORDS**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name (Last Name First) Wilkins Marine Center, Inc.	2. Debtor(s) Complete Address(es) 6913 Ritchie Highway Glen Burnie, MD 21061
3. & 4. Secured Party (ies) and Complete Address(es) General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, MD 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)

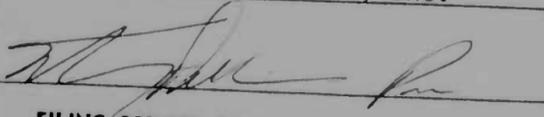
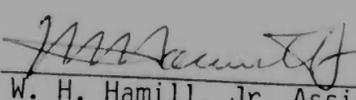
Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; accounts and assignments of accounts; accounts receivable; chattel paper; general intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

8a. (X) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented, ( )

Filed with Circuit Court Clerk of Anne Arundel County County; Other \_\_\_\_\_

9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ \_\_\_\_\_

10. This statement to be returned after recordation to Secured Party, shown above or to \_\_\_\_\_

Signature(s) of Debtor(s) <u>Wilkins Marine Center, Inc.</u>	Signature(s) of Secured Party (ies) or Assignee(s) <u>General Motors Acceptance Corp.</u>
	
<b>FILING OFFICER COPY</b>	W. H. Hamill, Jr. Assist. Treasurer

Type or Print Names Clearly Below Signature.

GMAC UCC1 Md. 4-74

**NOT FOR PUBLICATION**

RECORDING FEE  
#216530 0777 R03 110:29  
11.00  
10/28/88  
d

11-

5332 517

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 79367

RECORDED IN LIBER 981 FOLIO 364 ON 1/11/85 (DATE)

1. DEBTOR

Name Beetle Bayly Septic Service

Address 850 Evergreen Rd. Severna Park, MD 21144

2. SECURED PARTY

Name J I Case Co. or J I Case CREDIT Corp.

Address 290 Elwood Davis Rd. Liverpool, NY 13088

5790 Widewaters Parkway Dewitt, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50  
#216540 C777 R03 T10:30  
10/28/88

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p style="text-align: right;">Anne Arundel 2999</p>	

Dated October 20, 1988

J I Case Credit Corp.  
(Signature of Secured Party)  
Arthur W. Case Jr. Mgr.  
Type or Print Above Name on Above Line

1050

275115

533 518

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>1 Debtor(s) (Last Name First) and address(es)  MASON, ROXANNE J FRANKLIN  MASON, DOUGLAS  1357 CEDAR AVE  ANNAPOLIS, MD 21403</p>	<p>2 Secured Party(ies) and address(es)  SECURITY PACIFIC FINANCIAL SERV  901 DULANEY VALLEY RD SUITE 126  TOWSON, MD, 21204</p>	<p>3 Maturity date (if any)  For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00  #216550 0777 R03 T10:30  10/29/99</p>
<p>4 This financing statement covers the following types (or items) of property:  XX (1) WATER CONDITIONER, PROVECTR  CULLIGAN 3526-83 WATERSOFT #12  COND. SALES CONTRACT NOT SUBJEC TO TAX LCCATED AT 1357 CEDAR AVENUE ANNAPOLIS, MD, 21403</p>		<p>5 Assignee(s) of Secured Party and Address(es)  MCNEW &amp; BOUCHAL INC  PO BOX 277  EDGEWATER, MD, 21037</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

Filed with: ANNE ARUNDEL COUNTY.

*Douglas M. Mason*  
DOUGLAS M MASON  
By *Roxanne J. Mason*  
ROXANNE J FRANKLIN MASON Debtor(s)

By *Ronnie G. Lawson*  
Signature(s) of Secured Party(ies)  
RONNIE G LAWSON

STANDARD FORM - FORM UCC-1.

1200

533 519

275116

Check if applicable  **TO BE RECORDED IN THE LAND RECORDS**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name (Last Name First) Wilkins Marine Center, Inc.	2. Debtor(s) Complete Address(es) 6913 Ritchie Highway Glen Burnie, MD 21061
3. & 4. Secured Party(ies) and Complete Address(es) General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, MD 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)

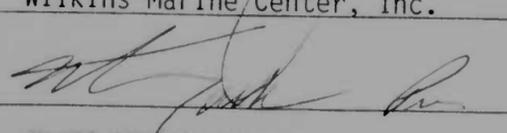
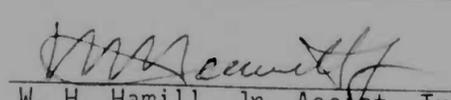
Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; accounts and assignments of accounts; accounts receivable; chattel paper; general intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

8a. (X) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented: 117

Filed with Circuit Court Clerk of Anne Arundel County County; Other \_\_\_\_\_

9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, 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>Wilkins Marine Center, Inc.</u>	Signature(s) of Secured Party(ies) or Assignee(s) <u>General Motors Acceptance Corp.</u>
	
<b>FILING OFFICER COPY</b>	W. H. Hamill, Jr. Assist. Treasurer

Type or Print Names Clearly Below Signature.

GMAC UCCI Md. 4-74

**NOT FOR PUBLICATION**

11.00  
#216560 C777 R03 T10:31  
10/29/88  
E

11

275117

5334 520

RNARTERY  
10041-016  
A:RN001627.FIS

FINANCING STATEMENT

TO BE RECORDED AT:

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not Subject to Recordation Tax

Principal amount of debt secured is:

\$50,000,000.00

1. NAME AND ADDRESS OF DEBTOR: THE ARTERY ORGANIZATION, INC.  
7200 Wisconsin Avenue  
Bethesda, MD 20814  
(the "Debtor")

2. NAME AND ADDRESS OF SECURED PARTY: THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.  
Commercial Real Estate Division  
800 - 17th Street, N.W.  
Washington, D.C. 20006  
RECORD FEE 1.10  
#214590 0777 R03 T10:32  
10/29/88

3. This Financing Statement covers all of the Debtor's right, title, powers, options and privileges (but not the burdens and obligations) as contract seller in and to all contracts for the sale (the "Contracts of Sale") of residential housing units to be constructed with the proceeds of the Loan secured hereby now or hereafter existing and all of the Debtor's rights in the cash and other securities posted thereunder as more particularly described in that certain Loan and Security Agreement made and entered into by and between the Debtor and the Secured Party dated February 9, 1988, as amended pursuant to a Modification Agreement - Loan Agreement dated as of September 23, 1988.

4. Proceeds of the Contracts of Sale are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.  
RECORD FEE 9.90  
#214590 0777 R03 T09:11  
10/31/88

DEBTOR:

THE ARTERY ORGANIZATION, INC.

WITNESS:

Karen A. King  
Karen A. King

By: Thomas J. Hall  
Name: Thomas J. Hall  
Title: Exec. Vice President

11-

THE RIGGS NATIONAL BANK OF  
WASHINGTON, D.C.

Marilyn Brody  
Marilyn Brody

By: Lisa M. Yanowitch  
Lisa M. Yanowitch, Vice President

Dated: Sept 23, 1988

Filing Officer: Return to: Scott C. Reed, Esq.  
Miles & Stockbridge  
22 West Jefferson Street  
Rockville, MD 20850

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1332.37

If this statement is to be recorded in land records check here.

This financing statement Dated 10-11-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMAL E. & SHERYL L. QUINN

Address #12 BEACH CIRCLE DR. ANNAPOLIS, MD. 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"DOMESTIC HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

TV - Magnavox  
Washer - GE  
Dryer - Sears

RECORD FEE 12.00  
RECORD TAX 10.50  
#216730 C777 R03 T10=40  
10/29/88

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)

Jamal E. Quinn  
(Signature of Debtor)

JAMAL E. QUINN  
Type or Print Above Name on Above Line

Sheryl L. Quinn  
(Signature of Debtor)

SHERYL L. QUINN  
Type or Print Above Signature on Above Line

Mary Braynt  
(Signature of Secured Party)

MARY BRAYNT ADMIN. ASST.  
Type or Print Above Signature on Above Line

12-

10.50 . 00

5332 523

STATE OF MARYLAND

275113

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14400

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.00

If this statement is to be recorded in land records check here.

This financing statement Dated 9-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN & JUANITA MARSHALL
Address 1946 STATESMAN CT. SEVERN, MD. 21114

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 12.00
Address P.O. BOX 997 RECORD TAX 17.50
CLEM BUNNIE, MD. 21061 POSTAGE .50
Person And Address To Whom Statement Is To Be Returned If Different From Above. #216710-0777 R03 T10:39 10/29/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

STEPEC ECP

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 calculation: 12.50 + 17.50 = 30.00

Handwritten signature of John Marshall, Jr. (Signature of Debtor)

JOHN MARSHALL, JR. Type or Print Above Name on Above Line

Handwritten signature of Juanita Marshall (Signature of Debtor)

JUANITA MARSHALL Type or Print Above Signature on Above Line

Handwritten signature of Gina Jordan (Signature of Secured Party)

GINA JORDAN, C.S.P. Type or Print Above Signature on Above Line

FINANCING STATEMENT

5334 524

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):  
Address: Central Taxi Corporation  
228 West St  
Annapolis, Md. 21401

275120

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

5 Motorola Radios  
Serial #'s 428FFU1909  
428FEA0853  
428FGU3390  
428FHQ0666  
428FHQ6788

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 11.00  
POSTAGE .50

(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.

RECEIVED 0345 PM 11 28 85

Debtor(s): Central Taxi Corporation  
*Allen Snowden*  
Allen Snowden, Pres.  
*Alan H. Legum*  
Alan H. Legum, Vice Pres.

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
*Teresa M. Vance*  
By: Teresa M. Vance, Branch Officer-Mgr.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

FEDERAL ID# 521576710

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

5330 525

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Central Taxi Corporation  
Address: 228 West St.  
Annapolis, Md. 21401

275121

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
5 "MaxTrac" Motorola Radios  
Model # D33MJA7304-K

RECORD FEE 11.00  
POSTAGE .50

4. Check the statements which apply, if any, and supply the information indicated:

03/28/80 0345 PM 113438

10/29/88

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Central Taxi Corporation

Secured Party:

Allen Snowden, Pres.

FIRST AMERICAN BANK OF MARYLAND

Alan H. Legum, Vice Pres.

By: Teresa M. Vance, Br. Officer\_Mgr.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

FEDERAL ID # 521576710

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

FINANCING STATEMENT

275122

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):  
Address: Central Taxi Corporation  
228 West St.  
Annapolis, Md 21401

BOOK 5330 PAGE 526

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

- 1 - Motorola Base Radio Station
- 5 - Regency Tranceivers
- 20 - Motorola Tranceivers

RECORD FEE 11.00  
POSTAGE .50

4. Check the statements which apply, if any, and supply the information indicated:

8348770 2445 801 713438

11/24/88

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Central Taxi Corporation

Allen Snowden, Pres.

Alan H. Legum, Vice Pres.

(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)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Teresa M. Vance, Branch Officer-Mgr  
(Type Name and Title)

5330 527

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. J. KEYWORTH, INC. t/a Herrington Harbour Restaurant

Address Rt. 261, Friendship, MD 20758

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, inventory and accounts receivable now owned or hereafter acquired by Borrower and all proceeds, (cash and non-cash) of such equipment, inventory and accounts receivable as well as a 1970 Mercedes, (S/N 11304412014076), a 1981 Mercedes (S/N WDBCB20A5BB006183), and a 1985 Jeep CJ7 (1JCCF87A3FT067240).

\*\*Recordation tax has been paid on the principal amount of \$25,000.00 in connection with the filing fo a Deed of Trust in the Land Records of Anne Arundel County.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

E.J. Keyworth, Inc.  
t/a Herrington Harbour Restaurant

Type or Print Above Name on Above Line

*E. J. Keyworth*  
(Signature of Debtor)

(Signature of Secured Party)

*Paul A. 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  
TOTAL 11.50  
10/26/89

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Frank A. Blackowicz and Jeannine Blackowicz  
 Name or Names—Print or Type  
 7903 Lowtide Court Pasadena Md. 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Irvington Federal Sav. & Loan Assn.  
 Name or Names—Print or Type  
 7711 Quarterfield Road A.A.Co. Glen Burnie, Md. 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- DHCT-6 Host cleaning machine #46309 #41445
  - DHA-1 Host applicator #259742
  - A703000 Advance vacuum #00011507 #00011504
  - A172008 All purpose matador floor machine 20" #097394
  - DHC1250 Host dry extraction cleaner
4. If above described personal property is to be affixed to real property, describe real property.

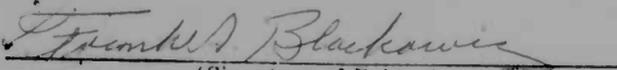
RECORDS FEE 12.00  
 POSTAGE .50  
 #271930 DO NOT REMOVE 7/15/10  
 10/20/08

5. If collateral is crops, describe real estate.

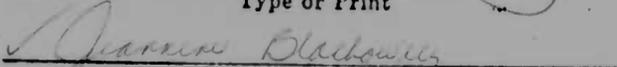
6. Proceeds of collateral  are  are not covered.
7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

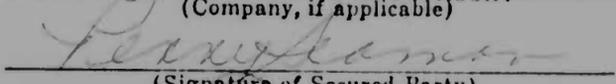
  
 (Signature of Debtor)

Frank A. Blackowicz  
 Type or Print

  
 (Signature of Debtor)

Jeannine Blackowicz  
 Type or Print

Irvington Fed. Sav. & Loan Assn.  
 (Company, if applicable)

  
 (Signature of Secured Party)

Penny Seaman - Consumer Loan Manager  
 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 Irvington Fed. Sav. & Loan Assn.  
 Lucas Bros. Form F-1 7711 Quarterfield Road  
 Glen Burnie, Md. 21061

12.50

1-72-18

5330 529

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 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 9/30/88; Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 881009 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 20, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 88024191 with WS-20 Retro Fit

RECORD FEE 11.00  
POSTAGE .50  
#231940 0040 R04 T15110  
10/28/88

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)

TransFinancial Leasing Corp.

*Frank [Signature]*  
(Signature of Debtor)

\_\_\_\_\_  
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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1460

5330 530

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275126

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10/20/88 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 10/14/88, Schedule # 01, dated 10/17/88 between Assignor as Lessor and LEASE ACCOUNT # 018813 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 10/20/88 between Assignor and Assignee:

- One (1) 1970 Linkbelt Model 218 82 ton Truck Crane sn 18 HC 291 equipped s/ Detroit Diesels up and down; 180 ft. main boom; 60 ft. jib; block, hook & ball; hydraulic outriggers
- Four (4) Axle Carriers; front bumper counterweights; crane counterweights; pins

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#231930 0040 R04 T15+11  
10/20/88

- (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

\_\_\_\_\_  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1479

533 531

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275137

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 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 10/12/88, Schedule # 08, dated 9/26/88 between Assignor as Lessor and LEASE ACCOUNT # 118088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 12, 1988 between Assignor and Assignee:

- (1) One Dake Laboratory Press with: (1) Power Unit completely automatic operation, (1) Additional Gauge - 3 1/2" Dia. calibrated in pounds - 270 degrees face, (1) 200 Degrees - 300 Degrees F., (1) Plastic Compression Molding Kit, Electrics: 240/60/3

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
M231760 0040 ROM T15+11

(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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1478

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275128

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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: 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 10/12/88, Schedule #07, dated 9/26/88 between Assignor as Lessor and LEASE ACCOUNT #118088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 12, 1988 between Assignor and Assignee:

- (1) One Victor 9" Horizontal bandsaw complete with all standard equipment 110/60/1

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#231970 5040 R04 T15+11  
10/20/88

(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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1477

5330 533

FINANCING STATEMENT FORM UCC-1

Identifying File No. 775129

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 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 10/12/88, Schedule # 06, dated 9/26/88 between Assignor as Lessor and LEASE ACCOUNT # 118088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 12, 1988 between Assignor and Assignee:

- (1) One Victor 12" Horizontal Saw Automatic Complete with all standard 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)

RECORD FEE 11.00  
POSTAGE .50  
#231980 CO-0 R04 T15-11  
10/28/88

X3 (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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1476

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 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 10/12/88, Schedule # 04, dated 8/26/88 between Assignor as Lessor and LEASE ACCOUNT # 118088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 12, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#231990 0040 R04 T15=12  
10/28/88

(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, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1130

1475

533 535

EQUIPMENT LIST

- (1) One Supermax 9x42 Vari Speed Mill with Chromel Plated Ways #YC 1 1/2 VS
- (1) One Coolant System - Flood # YC 004
- (1) One Collet Set #2490000
- (1) One Worklight
- (1) One Clamping Kit #YC 016
- (1) One Servo Long. Power Feed #4400 150
- (1) One Servo Cross Poer Feed #2350 150
- (1) One Acu-Rite III .0005" Two Axis Counter #3875974
- (1) One Quick Column Mount Tray Arm #382218000
- (1) One Column Mount Tray #382247
- (1) One 13" Mini Scale #383113
- (1) One 32" Mini Scale #383132
- (1) One Back-up Spar #385112
- (1) One Back-up Spar #385130
- (1) One Bracket Kit #385029

TransFinancial Leasing Corp.  
(ASSIGNOR)

BY:

Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association  
(ASSIGNEE)

BY:

William J. Ottey, President

5330 536

275131

The Kinston Inn  
A Limited Partnership

Anne Arundel Co., Maryland

### FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. 333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00  
POSTAGE .50  
#232000 0040 R04 T15+13  
10/28/88

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: \_\_\_\_\_
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green ( <sup>CEE</sup> ~~KGG~~ )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
Joseph V. Collins  
Assistant Secretary  
(Type Name and Title of Person Signing)

October 28, 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

533 537

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.

FORM 5330 538

The Kinston Inn  
A Limited Partnership

SCHEDULE B

Finished building components consisting of 68 units:

3(Three) 1-Bed	S/N 4836-4838
3(Three) 1-Bed BF	S/N 4806,4810,4815
6(Six) 1-Bed Eff. Micro	S/N 4802,4819,4823,4827,4831,4835
50(Fifty) 2-Bed	S/N 4776-4778,4780-4782,4784-4787,4789-4796,4798-4801, 4803-4805,4807-4809,4811-4814,4816-4818,4820-4822, 4824-4826,4828-4830,4832-4834,4840-4842
1(One) Linen	S/N 4839
1(One) Laundry	S/N 4783
1(One) Folding	S/N 4779
1(One) Office	S/N 4788
1(One) Mngrs Apt.	S/N 4775
1(One) Conference Rm.	S/N 4797

BOOK 5339 539

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275132

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CARE UTILITY CONTRACTING COMPANY, INC.  
Address 209 MAGOTHY BRIDGE ROAD, PASADENA, ANNE ARUNDEL COUNTY, MD 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.  
Address 41 DEFENSE HIGHWAY  
ANNAPOLIS, MD 21401-7096

Person And Address To Whom Statement Is To Be Returned 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 DRESSER 100-G CRAWLER LOADER W/4 IN 1 BUCKET SERIAL NUMBER 00532
- ASSIGNEE: DRESSER CREDIT CORPORATION 3201 NORTH WOLF ROAD FRANKLIN PARK, IL 60131

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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  
REGISTRATION FEE 15.00  
10/25/88

Paul P. Cap PRES.  
(Signature of Debtor)

PAUL D. CARE JR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

(Signature of Secured Party)

Ilse H. Fink, Secy-Treas  
Type or Print Above Signature on Above Line

5330 540 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275133

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Clark L. Rodano Electrical Contractors, Inc.  
Address 1277 Crossover Drive, Edgewater, Maryland 21037

2. SECURED PARTY

Name Circle Business Credit, Inc.  
Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned 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) Ditch Witch Model 2300 Trencher, S/N: 3C0580  
One (1) New Hudson Bros. Trailer, Model #SHE-14, S/N: 10HHSE148K1000018

"This is not a true lease but a finance lease intended for security"

Filed with Anne Arundel county Circuit Court

Conditional Sales Contract-not subject to Recordation Tax.  
(Secured Party has purchased Collateral and is the Seller of 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)

11.00  
RECORD FEE 11.00  
POSTAGE .50  
#232230 C040 R04 T15#29  
10/20/08  
d

*Clark L. Rodano*  
(Signature of Debtor)

Clark L. Rodano Electrical Contractors, Inc./  
Type or Print Above Name on Above Line  
Clark L. Rodano, President

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*Rose Marie Perez-Byrne*  
Circle Business Credit, Inc.  
(Signature of Secured Party)

Rose Marie Perez-Byrne, Disc. Coord  
Type or Print Above Signature on Above Line

5330 541

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. 249859 recorded in  
Liber 467, Folio 587 on 11/16/83 at Dept of Asses. A A Co.  
Date Location

1. DEBTOR(S):

Name(s) Wootton Motor Cars  
Address(es) 8065 Ritchie Highway Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank  
Address P O Box 17068 Baltimore Maryland 21203

Person and Address to whom Statement is to be returned if different from above.  
8065 Ritchie Highway Pasadena, Maryland 21122

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  
#23240 CG-10 R04 T15+30  
10/28/88

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEBTOR(S)

SECURED PARTY

Maryland National Bank  
By Jean Romeo  
Jean Romeo, Equipment Lease Rep.  
(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.



TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 

 RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 133,000.00 \*

FINANCING STATEMENT

1. Debtor(s): Ace Group, Inc., sometimes trading as Ace Securities Group, Inc.  
 Name or Names—Print or Type  
901 South Russell St. Baltimore, Maryland 21230  
 Address—Street No., City - County State Zip Code  
 (The debtor does business in Anne Arundel Co.)

2. Secured Party: Tongue Brooks and Company, Inc.  
 Name or Names—Print or Type  
213 St. Paul Place, Baltimore, Maryland 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).  
 All fixtures, machinery, equipment, accounts receivable, furniture, premiums due and payable, commissions earned and unpaid, proceeds and all other assets of Ace Group, Inc.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
 POSTAGE .50  
 #32250 5040 R04 T15-31  
 10/20/88

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

Debtor(s):  
 ACE GROUP, INC.  
*Wan Sun Sur*  
 (Signature of Debtor)  
 By: Wan Sun Sur  
 ACE GROUP, INC. Type or Print  
*William B. Marshall*  
 (Signature of Debtor)  
 By: William B. Marshall  
 Type or Print

SECURED PARTY:  
Tongue Brooks & Co., Inc.  
 (Company, if applicable)  
*T. Warren Hardy*  
 (Signature of Secured Party)  
 T. Warren Hardy, Treasurer  
 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 Francis J. Collins, 213 St. Paul Place, 5th Floor, Baltimore, MD 21202  
 Lucas Bros. Form F-1

\* A recordation tax of \$23.10 was paid to the State Department of Assessments and Taxation on the 5% taxable portion of this transaction. The collateral for this transaction consists only of 5% tangible property.

*T. Warren Hardy*  
 T. Warren Hardy, Treasurer

5330 543

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275126

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Harley Delight
Address 6183 Shady Side Road Shady Side, MD 20764

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Ave St. Louis, MO 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 LBB-1699 K Serial Honing Machine Serial 24920
1 AN-600 Honing Head
1 GA-2125 Dial Bore Gage
1 CF-1000 Setting Fixture

RECORD FEE 11.00
POSTAGE .50
M232260 0040 104 715:32
10/28/88

And Various other Tooling

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)

11.50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Les Mc Kee Manager

Type or Print Above Signature on Above Line

275137

5330 544

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code **Anne Arundel** No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)  
**Phil's Shell Food Mart**  
3900 Mountain Road  
Pasadena, MD 21122

2 Secured Party(ies) Name(s) and Address(es)  
**Triumphe Leasing Company**  
Plymouth Commons, Suite 126  
Plymouth Meeting, PA 19462

3  The Debtor is a transmitter of utility  
4 For Filing Officer: Date, Time, No. Filing **6:45**

POSTAGE  
#333000 0040 R04 T15  
10/20/83

5 This Financing Statement covers the following types (or items) of property

1 Taylor Freezer, Model 344, Serial #

6 Assignee(s) of Secured Party and Address(es)  
**Bank of New England**  
One Washington Mall  
W07EQU  
Boston, MA 02109

The equipment above is made part hereof together with lease dated and proceeds thereof, including without limitation the proceeds of any casualty insurance policy leasing said property.

Products of the collateral are also covered

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 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).

Phil's Shell Food Mart

*Phillip Jachelski*  
Signature(s) of Debtor(s) Owner

Triumphe Leasing Company

By *Arlene Fischer*  
Signature(s) of Secured Party(ies) Asst. V.P.  
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL  
(3/83)

11-50

5330 545 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275133

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSOLIDATED LITHO  
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent  
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 17.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

Name and address of Assignee

See attached Schedule I

Filed with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T  
ON 10/28/88 FOR \$577.50.

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)  
CONSOLIDATED LITHO  
Type or Print Above Name on Above Line

RETURN TO:

17-50  
(Signature of Debtor)  
INFOSEARCH, INC.  
P.O. Box 1110  
ARNDT, NY 12201  
Type or Print Above Signature on Above Line

(Signature of Secured Party)  
MANUFACTURERS HANOVER TRUST COMPANY,  
as Collateral Agent  
Type or Print Above Signature on Above Line

5644355P

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

5330 547

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System  
 including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2"  
 x 65") with Air Removal  
 Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing  
 Press, 3 dryers 40" unwind stand,  
 3" JRC Coreholder & accessories &  
 optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

STATE OF MARYLAND

275139

FINANCING STATEMENT FORM UCCH 5339 540 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALFORD INDUSTRIES INC.

Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T ON 10/28/88 FOR \$577.50.

Name and address of Assignee STAGE #3786 43783+0 2345 R01 10/28/88

RECORD FEE 17.00

Filed with: County Clerk, Anne 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)

(If collateral is goods which are or are to become fixtures) The above 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)

ALFORD INDUSTRIES INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

RETURN TO:

MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

INFOSEARCH, INC.

P.O. Box 1110

Albany, NY 12201

5044355-P-8047799

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at the following  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) **Equipment:** Heidelberg (2 Pieces)  
**Name:** Alford Industries Inc. or Alford Packaging Division of Alford Industries  
**Address:** 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
**Serial #:** 5641109/5641001  
**Description:** 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
  
- 2) **Equipment:** Webtron  
**Name:** Alford Industries Inc. or Alford Packaging Division of Alford Industries  
**Address:** 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
**Serial #:** 201-KK  
**Description:** 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

5330 553 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275110

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALFORD PACKAGING

Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee  
RECORD FEE 7.00  
POSTAGE .50  
#333870 C345 301 714-05

File with: County Clerk, Anne Arundel County, Maryland  
RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T  
ON 10/28/88 FOR \$577.50.

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)

*[Handwritten Signature]*  
(Signature of Debtor)

ALFORD PACKAGING  
Type or Print Above Name on Above Line

17  
(Signature of Debtor)

RETURN TO: *[Handwritten Signature]*  
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY,  
as Collateral Agent

Type or Print Above Signature on Above Line

INFOSEARCH, INC.

P.O. Box 1110  
Albany, NY 12201

5641355-7

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) Equipment: Heidelberg (2 Pieces)  
Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
Address: 23 Hammonds Ferry Road  
Linthicum Maryland 21098  
Serial #: 5641109/5641001  
Description: 1987 Heidelberg Cutting System including:  
(2) Polar 137 (54") cutters  
(2) Polar P1 Air Flow Systems  
(1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
  
- 2) Equipment: Webtron  
Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
Address: 631-2657 Merchant Drive  
Baltimore, Maryland 21230  
Serial #: 201-KK  
Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSOLIDATED LITHOGRAPHING CORPORATION
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

Filed with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T ON 10/28/88 FOR \$577.50.

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)

XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

(Signature of Debtor)

CONSOLIDATED LITHOGRAPHING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:

(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Type or Print Above Signature on Above Line

SEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Vertical handwritten notes on the right margin.

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) Equipment: Heidelberg (2 Pieces)  
Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
Address: 23 Hammonds Ferry Road  
Linthicum Maryland 21098  
Serial #: 5641109/5641001  
Description: 1987 Heidelberg Cutting System including:  
(2) Polar 137 (54") cutters  
(2) Polar P1 Air Flow Systems  
(1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
Address: 631-2657 Merchant Drive  
Baltimore, Maryland 21230  
Serial #: 201-KK  
Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KANE INDUSTRIES, INC.

Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above. FEE 17.00

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule I

Name and address of Assignee

File with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T ON 10/28/88 FOR \$577.50.

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]*  
(Signature of Debtor)

KANE INDUSTRIES, INC.

Type or Print Above Name on Above Line

17 \_\_\_\_\_  
(Signature of Debtor)

RETURN TO:

*[Signature]*  
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY,  
as Collateral Agent

Type or Print Above Signature on Above Line

INFOSEARCH, INC.

1110  
Albany, NY 12201

S. 644355-P

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

533 563

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275199

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KANE, INC.
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

File with: County Clerk, Anne Arundel County, Maryland
RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T
ON 10/28/88 FOR \$577.50.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

KANE, INC.
Type or Print Above Name on Above Line

RETURN TO:

(Signature of Debtor)

(Signature of Secured Party)
MANUFACTURERS HANOVER TRUST COMPANY,
as Collateral Agent

Type or Print Above Signature on Above Line

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

RECORD FEE 17.00
POSTAGE .50
#246910 0345 R01 T14411
10/28/88
2644355-P
S55CHING

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Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System  
 including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2"  
 x 65") with Air Removal  
 Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing  
 Press, 3 dryers 40" unwind stand,  
 3" JRC Coreholder & accessories &  
 optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275142

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALFORD PLASTICS

Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

RECORD FEE 17.00  
POSTAGE .50  
#378920 C343 901 71441

File with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T ON 10/28/88 FOR \$577.50.

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

ALFORD PLASTICS

Type or Print Above Name on Above Line

RETURN TO:

(Signature of Debtor)

*[Signature]*  
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY  
as Collateral Agent

Type or Print Above Signature on Above Line

17

INFOSEARCH, INC.  
P.O. Box 1119  
Albany, NY 12201

5644355-7  
8044107

5330 570

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

5334 571

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MASTERCRAFT
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

RECORD FEE 17.00
POSTAGE .50
439540 0345 601 71415

File with: County Clerk, Anne Arundel County, Maryland
RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T
ON 10/28/88 FOR \$577.50.

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)

5644355-P
8/28/88

(Signature of Debtor)

MASTERCRAFT
Type or Print Above Name on Above Line

RETURN TO: Jane E. Baumgardner
MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Type or Print Above Signature INFOSEARCH, INC
P.O. Box 1110
Albany, NY 12201

12

5330 574

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

5330 575

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System  
 including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2"  
 x 65") with Air Removal  
 Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford  
 Packaging Division of Alford  
 Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing  
 Press, 3 dryers 40" unwind stand,  
 3" JRC Coreholder & accessories &  
 optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275144

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATTON

Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

RECORD FEE 17.00

POSTAGE .50

435550 0345 001 114714

5330 577  
5614355-P-SSC 114714

File with: County Clerk, Anne Arundel County, Maryland  
RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T  
ON 10/28/88 FOR \$577.50.

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)

RETURN TO:

*[Signature]*  
(Signature of Debtor)

PATTON  
Type or Print Above Name on Above Line

17

(Signature of Debtor)

RETURN TO:

*Jane K. Baumgardner*  
(Signature of Secured Party)  
MANUFACTURERS HANOVER TRUST COMPANY,  
as Collateral Agent

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

INTRESEARCH, INC.  
P.O. Box 1110  
Albany, NY 12201

INTRESEARCH, INC.

P.O. Box 1110  
Albany, NY 12201

5334 578  
Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
  
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSOLIDATED LITHOGRAPHING  
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent  
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECORD FEE 17.00

POSTAGE .50

#38760 0345 R01 714114

8/28/88

4

Filed with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T  
ON 10/28/88 FOR \$577.50.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)  
CONSOLIDATED LITHOGRAPHING  
Type or Print Above Name of Debtor  
[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line  
INFOSEARCH, INC.  
P.O. Box 1190  
Albany, NY 12201

RETURN TO: Jane K. Baumgardner  
(Signature of Secured Party)  
MANUFACTURERS HANOVER TRUST COMPANY,  
as Collateral Agent  
Type or Print Above Signature on Above Line

5644355P

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

- 1) Equipment: Heidelberg (2 Pieces)  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
 Serial #: 5641109/5641001  
 Description: 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
- 2) Equipment: Webtron  
 Name: Alford Industries Inc. or Alford Packaging Division of Alford Industries  
 Address: 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
 Serial #: 201-KK  
 Description: 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275146

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL LABELS
Address Industrial Avenue, P.O. Box 300, Ridgefield Park, NJ 07660

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Collateral Agent
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned 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 Schedule I

Name and address of Assignee

File with: County Clerk, Anne Arundel County, Maryland

RECORDATION TAX HAS BEEN PAID AT DEPT. OF A & T ON 10/28/88 FOR \$577.50.

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)

GENERAL LABELS
Type or Print Above Name on Above Line

17

(Signature of Debtor)

RETURN TO:

Jane K. Baumgardner
MANUFACTURERS HANOVER TRUST COMPANY
as Collateral Agent
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

5644355.P
SEARCHED

RECORD FEE 12.00
POSTAGE .50
#275146 1345 PM 11/11/88
10/28/88

Schedule I to Financing  
Statement Form UCC-1

Debtor: Alford Industries Inc.  
(also doing business as  
Alford Packaging,  
Alford Plastics, Patton,  
Mastercraft, General  
Labels, Consolidated Litho and  
Consolidated Lithographing)  
Industrial Avenue,  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

Secured Party: Manufacturers Hanover Trust  
Company, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

See UCC-1 Filing with Secretary of State of Maryland under  
Alford Industries Inc.

This Financing Statement covers all of the  
Debtor's right, title and interest in and to the following  
types (or items) of property now owned or at anytime  
hereafter acquired by the Debtor or in which the Debtor may  
acquire any right, title and interest (all of which being  
hereinafter collectively called the "Collateral"):

- (i) all Eligible Equipment;
- (ii) to the extent not otherwise included, all  
Proceeds and products of any and all of the foregoing.

Defined Terms. As used in this Schedule I to  
Financing Statement Form UCC-1, the following terms shall  
have the following meanings:

"Eligible Equipment" shall mean the following  
pieces of equipment:

533 587

- 1) **Equipment:** Heidelberg (2 Pieces)  
**Name:** Alford Industries Inc. or Alford Packaging Division of Alford Industries  
**Address:** 23 Hammonds Ferry Road  
 Linthicum Maryland 21098  
**Serial #:** 5641109/5641001  
**Description:** 1987 Heidelberg Cutting System including:  
 (2) Polar 137 (54") cutters  
 (2) Polar P1 Air Flow Systems  
 (1) Polar Jogger Size II (44-1/2" x 65") with Air Removal Roller & Polar Weighing Scale
- 2) **Equipment:** Webtron  
**Name:** Alford Industries Inc. or Alford Packaging Division of Alford Industries  
**Address:** 631-2657 Merchant Drive  
 Baltimore, Maryland 21230  
**Serial #:** 201-KK  
**Description:** 1986 Webtron 1125,3C Printing Press, 3 dryers 40" unwind stand, 3" JRC Coreholder & accessories & optional equipment.

"Government Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock, capital ownership or otherwise) by any of the foregoing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor, from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of

Governmental Authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

589 275117  
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 CIRCLE MACHINE SERVICE, INC.  
Address 150-C Blades Lane, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name W.C. Burroughs and Associates, Inc.  
Address 7146 Montevideo Road  
Jessup, Maryland

Person And Address To Whom Statement Is To Be Returned 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  
SIGNAL CAPITAL CORPORATION  
Liberty Lane #09595-01  
Hampton, NH 03842

RECORD FEE 11.00  
POSTAGE .50  
APPROXIMATE COST TO FILER 10/31/99

See attached Schedule A with all standard and accessory equipment and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing.

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)

X *[Signature]*  
(Signature of Debtor)

CIRCLE MACHINE SERVICE, INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X *[Signature]*  
(Signature of Secured Party)

W.C. Burroughs and Associates, Inc.  
Type or Print Above Signature on Above Line



Signal Capital Corporation

BOOK 5339 PAGE 590

Schedule A Equipment

UCC-1

re: \_\_\_\_\_  
with CIRCLE MACHINE SERVICE, INC. - #09595-01

Qty.	Manufacturer and Description	Model No.	Serial No.	Equipment Location
1	<p>New 1988 Nakamura Slant Lathe with <sup>CHIP CONVEYER</sup> <del>Parts Catcher</del>, Tooling Package, and all standard and accessory equipment.</p> <p>* 150-C Blades Lane, Glen Burnie, MD 21061</p>	1B CNC	C23703	*

SIGNAL CAPITAL CORPORATION

By: [Signature]  
Title: Credit Assistant  
Equipment Finance Division

CIRCLE MACHINE SERVICE, INC.

By: [Signature]  
Title: Presi.

533 591

275200

TO BE RECORDED:

RECORDING TAX ON PRINCIPAL

LAND RECORDS

SUBJECT TO

AMOUNT OF \$ -0-

FINANCING RECORDS

NOT SUBJECT TO

ASSESSMENTS & TAXATION

**FINANCING STATEMENT**

DEBTOR:

KUSICK, HARRINGTON & HARRINGTON INC.  
Name--Print or Type  
5622 BELLE GROVE RD BALTIMORE MD 21225  
Address--Street No. City - County State Zip code

SECURED  
PARTY:

CAPITOL HEATING & A/C, INC.  
Name--Print or Type  
3030 S HANOVER ST BALTIMORE MD 21230  
Address--Street No. City - County State Zip code

ASSIGNEE:  
(If Any)

BALTIMORE GAS AND ELECTRIC CO.  
Name--Print or Type  
P. O. BOX 1475 BALTIMORE MD 21203  
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- 1-10 ton York Model #DICG120N16525
- 2-5 ton York Model #DICG060N08225

2. The above described personal property is to be affixed to the real property described below:

ALL THAT PARCEL OF LAND AS MORE FULLY DESCRIBED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY RECORDED ON 08/24/72 IN LIBER MSH2516 AND FOLIO 644 THE IMPROVEMENTS THEREIN BEING KNOWN AS 5622 BELLE GROVE RD

The name of a record owner is KUSICK, HARRINGTON & HARRINGTON, INC.

DEBTOR: KUSICK, HARRINGTON & HARRINGTON, INC. BY: John Harrington  
Name--Print or Type TON, INC. Signature and Title, if any

John Harrington  
Printed Name of Person Signing

**TO THE FILING OFFICER:** After this statement has been recorded please mail the same to: BALTIMORE GAS & ELECTRIC CO. P O BOX 1475, BALTO. MD 21203  
Name ATTN: M. R. FOWLER Address

1150

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 17,331.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Annmarc, Inc.  
 P.O. Box 3470  
(Name)  
222 Severn Ave.  
(Address)  
Annapolis, Maryland 21403

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)

1/4" Tape Drive Serial#2808E34765  
 32 Bit SPU Serial#2802A04336  
 Expander Serial#2641A02272

RECORD FEE 11.00  
 RECORD TAX 122.50  
 POSTAGE .50  
 #232550 C040 R04 T10:40  
 10/31/90

11.00  
 122.50  
 .50  
 -----  
 134.00

2

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
George S. Hazen, President  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
Patrick R. Picard, Sec./Treas.  
(Print or Type Name)

This STATEMENT is presented to the filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
 Paul B. Berez, M.D.  
 Jane E. Daniel, M.D.  
 207 Ridgley Avenue  
 Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
 Deerfield Federal  
 Savings & Loan  
 745 Deerfield Road  
 Deerfield, IL 60015

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)  
 RECORD FEE 11.00  
 POSTAGE .50  
 RECEIVED 0040 004 115104  
 10/05/88

4. This statement refers to original Financing Statement bearing File No. 072400  
 Filed with Anne Arundel County Date Filed March 4, 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. Amend address to read as follows:  
 1655 Crofton Blvd.  
 Suite 101  
 Crofton, MD 21114

1.00

Paul B. Berez, M.D.  
 Jane E. Daniel, M.D.

No. of additional Sheets presented:

Deerfield Federal Savings & Loan

By: *[Signature]*  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-3

5330 594

#11.50

275119

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: TransFinancial Leasing Corp.  
Address: The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name: A.I. Credit Corp.  
Address: 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned 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 A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated September 16, 1988, Schedule #09, dated September 29, 1988 between Assignor as Lessor and LEASE ACCOUNT # 809088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 12, 1988 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#232630 0040 R04 T11:26  
10/31/88

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TransFinancial Leasing Corp.  
Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

A.I. Credit Corp.

Diane E. Beleri  
(Signature of Secured Party)  
Diane E. Beleri  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

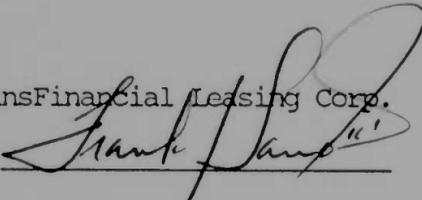
1150

5334 595

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	PC286-2112 12.5MHZ Processor
(1) One	Segate 80MB Disc Drive
(1) One	BL AT Hard Drive Installation Kit
(1) One	Mono/Grph Terminal
(1) One	386/2108/12/2214 Keyboard
(1) One	Laserjet II Printer
(1) One	HP7470/75/LJ 9F
(1) One	Amber Mono Terminal
(5) Five	0074-1779-01 LC1500 Ambul Pump S/N's
(3) Three	605200PXC CADD PCA w/extra Concent S/N 205569, 205570,
(3) Three	605150 CADD I High Flow Kit S/N 106196,106197,106198

TransFinancial Leasing Corp.

BY: 

ITS: President

A.I. Credit Corp.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

dzm9.teamcar9.eq

Equipment is part of Inventory For C & M Associates Inventory  
there for is not subject to recordation

275150

533 596

Debtor or Assignor Form

Anna Arundel Co. 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>
C & M Associates	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Darlene Niccoli, Operations Officer
14 Wellham Avenue	(Name of Loan Officer)
(Address)	P.O. Box 1596 Banc 101-560
Glen Burnie, Maryland 21061	(Address)
	Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

See Attached Schedule A

RECORD FEE 12.00  
 POSTAGE .50  
 #232710 0040 R04 T11#30  
 10/31/88

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>
C & M Associates (Seal)	C & M Associates (Seal)
(Signature) (Seal)	(Signature) (Seal)
Chackumkal V. Cyriac M.D., Partner (Print or Type Name)	Surya P. Mundra, M.D., Partner (Print or Type Name)

1250

EDDY 5330 507

QTY SOLD	PRODUCT I.D.	SPT	PAA	DESCRIPTION
1/EA	6877000000	111	111	Eaton G-7000 Stress
/		11		Test System (Demo)
/		11		Monitor SN#7017
/		11		Treadmill SN#1081
/		1		12 MONTH WARRANTY
/				

5330 598

STATE OF MARYLAND

275151

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 120980

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 10-14-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TERRI A. GIBBS

Address 518 QUEENSTOWN RD. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

#232740 0040 R04 T11:34

10/31/88

Terri A. Gibbs (Signature of Debtor)

TERRI A. GIBBS Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN Type or Print Above Signature on Above Line

11- 1050 .50

5330 599

STATE OF MARYLAND

275153

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. \$ 1479.00

If this statement is to be recorded in land records check here.

This financing statement Dated 10/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY & SHEILA STEPHENS

Address 3051-A WILKINSON CT. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00  
POSTAGE .50  
RECORD TAX 10.50  
M232730 5040 R04 T11:35  
10/31/88

*Timothy Stephens*  
(Signature of Debtor)

TIMOTHY STEPHENS  
Type or Print Above Name on Above Line

*Sheila J. Stephens*  
(Signature of Debtor)

SHEILA STEPHENS  
Type or Print Above Signature on Above Line

*Gina Jordan*  
(Signature of Secured Party)

GINA JORDAN C.S.R.  
Type or Print Above Signature on Above Line

12

1050

50

FORM 5330 600

STATE OF MARYLAND

275153

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. \$ 2650.84

If this statement is to be recorded in land records check here.

This financing statement Dated Oct 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT JACKSON

Address 2048 ORCHARD AVE JESSUP, MD @)&(\$

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

JVC STEREO EQUIP, 45" COLOR TV ZENITH, VCR MITUBISI

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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  
RECORD TAX 21.00  
POSTAGE .50  
#232760 0040 R04 T11+45  
10/31/88

*Robert C Jackson*  
\_\_\_\_\_  
(Signature of Debtor)

ROBERT JACKSON

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Joyce M Raley*  
\_\_\_\_\_  
(Signature of Secured Party)

JOYCE M RALEY MGR

Type or Print Above Signature on Above Line

11

21

50

**END  
LIBER**

**END  
LIBER**