

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

536

0-2

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 \$ 37,115.04. 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): Maryland Pennysaver Group, Inc. Address(es): 408 Headquarters Drive Millersville, MD 21108

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

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

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

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

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

See attached schedule A

Debtor: Maryland Pennysaver Group, Inc Secured Party: Maryland National Bank

By: Geoffrey K. Calderone, Pres. (Seal)

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

By: Jan H. Sheehan (Seal)
Jan H. Sheehan
Asst. Vice President

By: _____ (Seal)
Type name and title

RECORD FEE 11.00
RECORD TAX 262.50
FEE .50
5 P01 105143
10/22/88

J. F. CLERK

11-
262.50
52

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

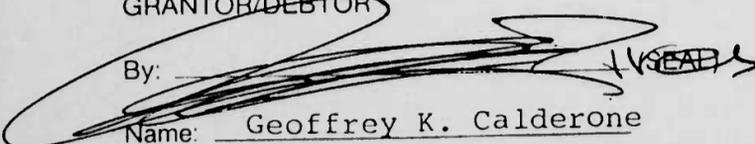
- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- Notice of Required Insurance

dated December 15, 19 88, and executed by _____
Maryland Pennysaver Group, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued): One Mitel SX-200 Generic 1001 PBX System Upgrade, Equipment: (1) Mitel Generic 1001 Software Package, (1) Mitel SX-200 Bay(s) 1&2, (2) Mitel Bay Power Supply, (1) Floppy Drive for Automatic Program Load, (1) Digital Interface Card, (1) Peripheral Control Card, (1) Main Control Card, (1) Universal Card, (1) DTMF Receiver, (1) Music/Page Module, (1) Liquid Crystal Display Console, (1) Console Control Card, (1) Internal Modem for Remote Diagnostics, (5) Mitel 4 Circuit CO/Trunk Card, (2) Mitel Digital 12 Circuit Station Card, (1) Teltrend SAU-20, (1) Panasonic Single-Line Telephone w/Speakerphone, (1) Battery Back-Up System.

GRANTOR/DEBTOR

By: 
Name: Geoffrey K. Calderone
Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)
Name: _____
Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 87, Annapolis, MD 21404.

275809

PURCHASE MONEY

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax, or principal amount of \$8,118.79...

1. Name of Debtor(s): Presidential Builders
 Address: 503 Ritchie Highway Suite 1C
 Severna Park, MD 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
 Deskpro 286 NOD I 12MHZ 256K 1-1.2 MB DD Computer Stock No. CPAQ-A844D
 and accessories and attachments. See attached Schedule A

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

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

RECORD FEE 11.00
 RECORD TAX 59.50
 POSTAGE .50
 #251930 0777 R03 T15:37
 12/21/88

J. F. CLERK

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Presidential Builders
Karen G. Connolly, Pres.
 Karen G. Connolly, President

Secured Party:
 1st AMERICAN BANK OF MARYLAND
 By: *Jeffrey B. Wiley*
 Jeffrey B. Wiley, Branch Manager
 (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)

27.50 SHORT

11 5950 50

1ST AMERICAN BANK

SCHEDULE A

QTY	STOCK NUMBER	VENDOR NUMBER	DESCRIPTION	PRICE	EXTENDED
1	CPAD-48440 S/N:	113000-001	DESKPAD 286 MOD 1 12MHZ 256K 1-1.2 MB DD	2,975.00	2,975.00
1	**** Non Inventory	CMS- FHS00R2860	60MB HARD DRIVE FOR 286 COMPAD		N/C
1	SDYN- E698U S/N:	SDYN E698U	13 RGB-CGM/AMB DISPLAY	540.00	540.00
1	SDYN- C213U	SDYN-C213U	COLOR MONO GRAPHICS BOARD		N/C
2	EPSN- E128D 1) S/N: 2) S/N:	EPSN-E128D	FX850	445.00	890.00
1	CABL- R0001	CABL-R0001	STD LENGTH SERIAL CABLE	19.80	19.80
2	CABL- R0002	CABL-R0002	STD LENGTH PARALLEL CABLE		N/C
1	SGLN- H351002	351002	DATABOARD 115-5	21.00	21.00
1	FARR- 9211F	FARR-9211F	8 1/2 X 11 1 PART	26.00	26.00
2	MAXL- L0311	MAXL-L0311	5 1/4 IN HD DISKETTES	25.00	50.00
2	MAXL- L0316	MAXL-L0316	3.5 IN HIGH-DENSITY DISKETTES	57.00	114.00
1	CPAG- F944U	CPAG-F944U	3.5 IN 1.44MB FLOPPY DR F/PORT III DP386	200.00	200.00
1	CPAG- K6903	CPAG-K6903	45 DOS BASIC VERS 3.3	95.00	95.00
1	VIEL- T1750	VIEL-T1750	100EM, HALF-CARD, XTALK.12	240.00	240.00
1	CAI - K7141	CAI -K7141	ACCPAC PLUS GENERAL LEDGER VER 5.0	525.00	525.00
1	CAI - K7143	CAI -K7143	ACC PAC + ACCOUNTS PAYABLE V 5.0	525.00	525.00
1	CAI - K7147	CAI -K7147	ACC PAC JOB COSTING	610.00	610.00
1	**** Non Inventory	CAI -	ESTIMATEING	610.00	610.00
				Total Merchandise: \$7,439.80	
				Tax: \$371.95	
				Total Due: \$7,811.75	

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

<p>To Be Recorded:</p> <ul style="list-style-type: none"> - Land Records of Anne Arundel County - Chattel Records of Anne Arundel County - State Department of Assessments and Taxation 	<p>Subject to Recording Tax On Principal Amount of \$1,250,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Deed of Trust.</p>
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FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: THE EVANGELICAL PRESBYTERIAN CHURCH OF ANNAPOLIS, MARYLAND
Ridgely Ave. & Wilson Rd.
Annapolis, MD 21401

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

21.00
 .50

 21.50

RECORD FEE 21.00
 POSTAGE .50
 J. F. CLERK #255150 0040 R04 T11745
 12/22/00

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:

THE EVANGELICAL PRESBYTERIAN
CHURCH OF ANNAPOLIS, MD
a body corporate of
the State of Maryland

By: [Signature]
John L. Jones, Chairman
of the Board of Trustees

By: [Signature]
David L. Hendricks,
Vice Chairman of the Board
of Trustees

By: [Signature]
James P. Segerstrom,
Trustee

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

[Signature]
By: [Signature]
John M. Suit, II
Vice President

Date: December ____, 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"

PARCEL NO. 1. KNOWN AND DESIGNATED as Lot No. 9, as shown on the Plat of Subdivision of the Tucker Property, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 10. SAVE AND EXCEPTING THEREFROM, however, that portion conveyed by Thayer T. Tucker and wife to the County Commissioners of Anne Arundel County by deed dated November 14, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2129, folio 486.

BEING the same property conveyed unto The Evangelical Presbyterian Church of Annapolis, Maryland by Thayer T. Tucker and Ruth G. Tucker, his wife, by Deed dated November 15, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2122, folio 442.

PARCEL NO. 2. BEGINNING for the same at an iron pipe now set on a 5 foot widening strip on the northwesternmost side of Wilson Road distant 208.72 feet from the intersection of the northwest side of said road and the northeast side of West Annapolis Avenue (now Ridgely Avenue), said point being the southwest corner of Lot No. 209, Block 10 as shown on a plat of Cove of Cork Farm, filed among the Equity Records of Anne Arundel County in Liber J.C.B. 30, folio 390; thence running with the northeast line of the Wellsvie Methodist Episcopal Church lot, North 37 degrees 12 minutes 50 seconds West 203.3 feet to an iron pipe there found; thence leaving said Church lot and running with the divisional line between Lots Nos. 208 and 209 as shown on said plat, continuing North 37 degrees 12 minutes 50 seconds West, 386.83 feet to an iron pipe now set; thence leaving Lot No. 208 and running with the divisional line between Lots Nos. 209 and 211 (Lot No. 211 being a part of said Lot No. 9 of the Tucker Subdivision, Plat Book 24, folio 10) North 52 degrees 52 minutes 20 seconds East, 76.33 feet to an iron pipe now set; thence leaving said Tucker Subdivision and Lot No. 211 running through the whole Lot No. 209 on a line and parallel to the first and westernmost line of the lot being described South 37 degrees 12 minutes 50 seconds East, 564.89 feet to an iron pipe now set on the 5 foot widening of the northwest side of Wilson Road and thence with the northwest side of said widening strip, South 34 degrees 28 minutes 10 seconds West, 80.27 feet to the place of beginning. Containing 1.012 acres, more or less, according to a survey and plat by Edward Hall, dated January 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1364, folio 122.

BEING the same property conveyed unto The Evangelical Presbyterian Church of Annapolis, Maryland by Robert Edgar Coleman and Virginia Louise Coleman, his wife, by deed dated June 12, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2595, folio 317.

PARCEL NO. 3. BEGINNING for the same at an iron pipe now set in the divisional line between Lot No. 211 and Lots Nos. 209 and 210, Block 10, as shown on a Plat of Cove of Cork,

filed in Equity J.C.B. 30, folio 390, said pipe being distant North 52 degrees 52 minutes 20 seconds East 76.33 feet from an iron pipe set at the intersection of the lot line between Lots No. 208 and 209, Block 10 with said divisional line; thence leaving said beginning point so fixed and running with said divisional line, North 52 degrees 52 minutes 20 seconds East, 156.56 feet to an iron pipe there found; thence leaving said division line and running through Lot No. 210, Block 10, with the westernmost line of the conveyance by J. C. Bousch, et al, to George H. Berry and wife, South 37 degrees 9 minutes 50 seconds East, 512.98 feet to an iron pipe now set on the northwesternmost side of a 5 foot widening of Wilson Road; thence leaving said George H. Berry property and running with the northwesternmost side of Wilson Road, as widened, South 34 degrees 28 minutes 10 seconds West, 164.44 feet to the easternmost line of the adjoining lot; thence leaving said Wilson Road and running through Lot 209 and with the said adjoining lot, North 37 degrees 12 minutes 50 seconds West, 564.89 feet to the beginning. Containing 1.938 acres, more or less, according to a survey and plat by Edward Hall, 3rd, Registered land Surveyor, January 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1364, folio 122. SAVE AND EXCEPTING from the above described property so much thereof as was conveyed by The Evangelical Presbyterian Church of Annapolis, Maryland, et al, to Anne Arundel County by Deed dated December 28th, 1977 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3043, folio 751, for 10 foot widening strip.

BEING the same property conveyed unto The Evangelical Presbyterian Church of Annapolis, Maryland by Esther Mae Johnson and Betty D. Johnson, by Deed dated June 13, 1975 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2763, folio 148.

A.A. Co. Financing Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 370
ID No. 2714062

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Name or Names - Print or Type
Mercantile-Safe Deposit and Trust Company
200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) January 21, 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
#353670 0055 R02 T12:08
12/22/88



BEING KNOWN AND DESIGNATED as Lots No. 1 through 15, inclusive, as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: 11/10/88 MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul C. Stuart
Paul A. Stuart, Vice President



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(88-779) (86-266)

100/10

77

STATE OF MARYLAND

BOOK 536 11

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275811

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 WESTINGHOUSE ELECTRIC CORPORATION
Rte. 301E at the Chesapeake Bay Bridge
Address Annapolis, MD 21404

2. SECURED PARTY

Name BANKERS LEASING ASSOCIATION, INC.
155 Revere Drive
Address Northbrook, IL 60062

Person And Address To Whom Statement Is To Be Returned 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
FIRST NATIONAL BANK OF BLUE ISLAND
13057 South Western Ave.
Blue Island, IL 60406

PLEASE SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE 2

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)

[X] (Products of collateral are also covered)

J. J. Bennett (chs)
(Signature of Debtor)

J. J. BENNETT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

HERBERT E. MINDS, V.P.
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
J. F. CLERK 12/22/88

LEASE NO. 881285-Sch. 2

SCHEDULE 2

Schedule forming part of a continuing lease, dated JULY 15, 1988
 between Bankers Leasing Association, Inc., Lessor, and Westinghouse Electric Corporation,
Leessee.

Quantity	Description	Total Rental Per Month
	<u>Bohdan</u>	
1	Compaq 386 Model 40 w/ 1 mb RAM, 1.2 mb Floppy disk drive, 40 mb HD, Serial and Parallel ports, Compaq VGA controller. p/n 112500-003	
1	Compaq 1 mb memory expansion board. p/n 113633-001	
1	Compaq 4 mb memory module. p/n 112534-001	
1	Microsoft serial mouse	
1	Compaq VGA color monitor. p/n 106995-101	
1	Compaq DOS version 3.31	
1	HP Laser Jet II Printer w/ Cable	
1	HP Jetscript Postscript Interface	

MARYLAND FINANCING STATEMENT

BOOK 536 PAGE 13

275812

(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 Investigative Training Institute, Incorporated
115 Ridgely Avenue (Name or Names) Annapolis, MD 21401
(Address) CFSL 3130

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) Baltimore, Maryland 21234
2001 E. Joppa Road
(Address)

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

- 2- Icom CM35 Battery Charger
- 2- Icom H16 Portable Radio
- 4- Icom V100 Mobile Radio
- 6- Icom Antennas

RECORD FEE 11.00
POSTAGE .50
444750 0345 R01 711431
J. F. CLERK 10/22/68

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

LESSEE

LESSOR

Investigative Training Institute, Incorporated CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Dennis E. Seymour (Title) PRES. By: Brian G. Connelly (Title) Manager

(Type or print name of person signing) (Type or print name of person signing)

By: _____ (Title) Return to:

(Type or print name of person signing) CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

MARYLAND FINANCING STATEMENT

BOOK 538 PAGE 14

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

275813

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

1. LESSEE J.L.M. CONSTRUCTION, INC.
 (Name or Names)
550 CRAIN HWY N. UNIT #26 GLEN BURNIE, MD 21061
 (Address)
 LESSEE J.L.M. Construction, Inc. NFSL 3126
 (Name or Names)
550 Crain Highway N. Unit #26 Glen Burnie, Md. 21061
 (Address)

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

3. ASSIGNEE (if any) of LESSOR Northfield Federal SAVINGS
 (Name or Names)
1844 E. Joppa Road Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:
TOSHIBA BD-3110 AND CABINET

RECORD FEE 11.00
 POSTAGE .50
 HANDED 0345 001 11/131
 J.F. CLERK 12/22/99

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

LESSEE J.L.M. Construction, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
J.L.M. Construction, Inc. Manager
 By: Jerry L. Mathison, President By: Brian G. Connelly
 (Title) (Title)
Jerry L. Mathison Brian G. Connelly
 (Type or print name of person signing) (Type or print name of person signing)
 By: _____ Return to:
 (Title)
 (Type or print name of person signing)

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

11/20

273814

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): Smoot Hauling, Inc. 9 Homeland Road Pasadena, MD 21122 M-33920	(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). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p>One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC06639</p> <p>NOT SUBJECT TO RECORDATION TAX</p>		
<input type="checkbox"/> Products of the Collateral Are Also Covered. (6) Signatures: Debtor(s) Smoot Hauling, Inc. Gary E. Smoot - Pres. (By) <i>Gary E. Smoot</i> Standard Form Approved by N.C. Sec. of State and other states shown above.		AALCO. Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: <input type="checkbox"/> 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 <input type="checkbox"/> For Other Situations See: G.S. 25-9-402 (2)
(1) Filing Officer Copy - Numerical		UCC-1

RECORD FEE 11.00
 POSTAGE .50
 12/22/88
 J.P. CLERK

1780

536 16

275815

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):

James R. Batchelor T/A
Batchelor Excavating
111 Maryland Avenue
Edgewater, MD 21037 ANNE ARUNDEL

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

Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 12.00
POSTAGE .50

4443160 1345 R01 111433

J. F. CLEARY 12/22/88

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

One (1) Caterpillar Model #943 Track Loader S/N 19Z00890

NOT SUBJECT TO RECORDATION TAX

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

(6) Signatures: Debtor(s)

James R. Batchelor T/A Batchelor Excavating

(By) James R. Batchelor Owner
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)

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

538 17

275816

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) <i>Theodore N. and Heidi Reeves</i> <i>1614 1614 Sinclair Ln.</i> <i>Millersville, Md. 21108</i> <i>Anne Aron del</i>	2. Secured Party(ies) and address(es) <i>ENERGY GUARD CORP.</i> <i>9051 Antouille Dr.</i> <i>College Park, Md. 20704</i>	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:

This is a Conditional Sales Contract
Not subject to recordation tax

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

Security Pacific 12.00
6525 Belcrest Rd #120 .50
Hyattsville, Md. 20782

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:

J. F. CLERK 12/22/88

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

Filed with:

Energy Guard Corp.
By: *[Signature]*
Signature(s) of Debtor(s)

Theodore N. Reeves
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

275817

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

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

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Stephens Group 18th Century Design 7803 Cypress Landing Rd. Severn, Maryland 21144</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

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

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)



RECORD FEE 11.00
4443210 0345 P01 T11439
12/22/88

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

DEBTOR:

SECURED PARTY:

Stephens Group 18th Century Design (Type Name) THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL) By: John J. Mulkey (Date Signed by Debtor) 1988

By: [Signature] (SEAL) Vice President/Treasurer

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

1/18/88

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

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

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

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

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

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 71,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Hardin-Huber, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: <u>Catherine T. Lewis</u>
<u>1230 Cronson Blvd.</u>	(Name of Loan Officer)
(Address)	<u>18 West Street</u>
<u>Crofton, Maryland 21114</u>	(Address)
	<u>Annapolis, Maryland 21401</u>

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

- 1 1977 Schrann Rotodrill, S/N 1022, Model T64HB, Mounted on -
- 1 1977 GMC Truck, 6500 Series Gas 42TVE Engine, 5 speed Main, 4 speed Aux. Truck S/N TME677V582624
- 10 Used - 4 1/2" O.D.x20'6" long
- 1 7 7/8" O.D.x120" Stab. w/ check valve
- 1 2260-3 1/2 A check valve
- 1 5 7/8" O.D. x 30' Stabilizer bored for valve
- 1 6 5/8" O.D. Casing pick up Head
- 1 #11 Casing Spider
- 1 3 1/2 Reg. Pin Lift Plug

RECORD FEE 11.00
 RECORD TAX 497.00
 POSTAGE .50

MARYLAND STATE RO1 T11440

J. F. CLERK
 12/22/88

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>
<u>Hardin-Huber, Inc.</u> (Seal)	_____ (Seal)
<u><i>Michael W. Huber</i></u> (Seal)	_____ (Seal)
(Signature)	(Signature)
<u>Michael W. Huber, President</u>	_____
(Print or Type Name)	(Print or Type Name)

11-497-50

1150

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

538 21

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

08896
A.A.

FINANCING STATEMENT

275819

Control Resource Systems, Inc.

1. Debtor (s):

Name or Names—Print or Type
2600 Cabover Dr., Suite C, Hanover, MD 21076

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

Name or Names—Print or Type

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

2. Secured Party:

HARBOR LEASING ASSOC. II

Name or Names—Print or Type

701 Cathedral Street, Baltimore, Maryland 21201

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

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

- 1 - Ricoh FAX 60E facsimile s/nR6280800797
- 1 - Ricoh FT 2070 Copier s/n 7860201177
w/ ADF DF36 s/n 369960200672
- 1 - Cabinet

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.

RECORD FEE 11.00

POSTAGE .50



#443260 0345 R01 711742

12/22/88

DEBTOR (S):

Control Resource Systems, Inc.

X Cecil E. Rambo
(Signature of Debtor)

X Cecil E. Rambo Regional Sales Mgr.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Harbor Leasing Associates II

(Company, if applicable)

X [Signature]
(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 HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

1150

10.50

86-317

BOOK 536 PAGE 22

A.A. Co.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXXX Book 499
LIBER

XXXXX Page 319

Identification No. 262453

Dated 6/25/86

1. Debtor(s) { American Interstate Commercial Development Corporation
Name or Names—Print or Type
7310 Ritchie Highway, Glen Burnie, MD 21061
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
#443270 0345 P01 T1143
8/22/88

Dated: 12/19/88

HARBOR LEASING ASSOCIATES
Name of Secured Party

[Signature]
Signature of Secured Party

MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

1050

10-50

86-632

A.A. Co.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXX Book 506

9696 Page 118

Identification No. 265139

Dated 12/15/86

1. Debtor(s) { German Auto Service
 Name or Names—Print or Type
7909 Dorsey Run Road, Jessup, MD 20794
 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
 4443289 C345 R01 T1143
 12/22/88



Dated: 12/19/88

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

1500

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275820

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

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

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

This financing statement Dated 12/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT R. BURGNER
Address 372 W. CENTRAL AVE DAVIDSONVILLE, MARYLAND 21035

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY ANNAPOLIS, MARYLAND 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
12/22/88

J.P. CLERK

3. Maturity date of obligation (if any)

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

1 NEW KUBOTA SNOWBLOWER MN# F2519 SN# 270204

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

KUBOTA CONTRACT # 13400-816204

CHECK THE LINES WHICH APPLY

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

Robert Burgner
(Signature of Debtor)

ROBERT R. BURGNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
SECY-TREAS

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

1150

536 FEB 25

275821

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)
Integral Truck Leasing of
Baltimore, Inc.
7205 Montevideo Rd.
Jessup, MD 20794

2 Secured Party(ies) and Address(es)
WHITEGMC Trucks of
Baltimore, Inc.
7014 E. Baltimore St.
Baltimore, MD 21224

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

J. F.
CLERK

RECORD FEE 11.00
POSTAGE .50
#443300 0345 R01 T11445
12/22/88

4 This financing statement covers the following types (or items) of property.
One 1989 Volvo, model FE613, serial #
YB3U6A7AXKB430316
w/ 24 ft. Duralite van body, serial #220915, and
Maxon lift gate #1188300

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial
Corporation
P.O. Box A
College Park, MD 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED
BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

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

Integral Truck Leasing of Baltimore, Inc. WHITEGMC Trucks of Baltimore, Inc.

By: E. Kelly GM 12/6/88
Signature(s) of Debtor(s)

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

603469 Rev 12-80

FILING OFFICER COPY-ALPHABETICAL

1150

275822

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) Lonnie Simms 3719 Oak Lane Road Edgewater, MD 21037	2 Secured Party(ies) and Address(es) Elliott Equipment Company, Inc. P.O. Box 401 Easton, MD 21601	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #443310 0345 901 711:46
4 This financing statement covers the following types (or items) of property: One 1989 Peterbilt Model 379 Serial Number 1XP5L20X2KN272236 with attached Heil dump body 15 ft. steel Serial Number 88T236382 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, MD 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with: ANNE ARUNDEL COUNTY 1347258

LONNIE SIMMS _____ ELLIOTT EQUIPMENT CO INC.
 By: Lonnie Simms Signature(s) of Debtors By: Loen Stahl Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical 1750

275823

536 27

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)

First Class Trucking, Inc.
423 Haverhill Rd. Box 258
Joppa, MD. 21085

2 Secured Party(ies) and Address(es)

Utility Trailers of Delmarva, Inc.
RD 4 Box 94
Seaford, DE. 19973

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

RECORD FEE 11.00
J. F. CLERK POSTAGE .50
#44320 0345 601 711146

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

Thermo King Super II
Serial # 0688321740

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

Associates Commercial Corp.
P.O. Box A
College Park, MD. 20740

12/22/88

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

1116057

First Class Trucking, Inc.

Utility Trailers of Delmarva, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

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

603469 Rev 12-80

FILING OFFICER COPY-ALPHABETICAL

11.50

FINANCING STATEMENT

536 MAY 28

275824

- 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)
 Chesapeake Yacht Sales, Inc. P. O. Box 628
 Grasonville, MD 21638

6. Secured Party Address
 First Annapolis Savings Bank, FSB 1832 George Avenue
 Attention: Pamela Eyler Annapolis, Maryland 21401
 (Type name & Title)

RECORD FEE 11.00

POSTAGE .50

J. F. CLERK

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
 [Signature] (Seal) _____ (Seal)
 [Signature] (Seal) _____ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.

11 80



BOOK 536 PAGE 0029

First Annapolis Bank SAVINGS FSB

SCHEDULE A

One 1988 Convertible 48' Viking Hull #VKY48511F888 with Stewart & Stevenson 735 H.P. Motor #8VF118846 Port and 8VF117938 Stbd.

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
•

FINANCING STATEMENT

BOOK 536 PAGE 30

275825

- 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)
 Chesapeake Yacht Sales, Inc. P. O. Box 628
Grasonville, MD 21638

6. Secured Party Address
 First Annapolis Savings Bank, FSB 1832 George Avenue
Annapolis, Maryland 21401
 Attention: Pamela Eyer (Type name & Title)



RECORD FEE 11.00
 POSTAGE .50
 12/22/85

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

- A. Inventory.** 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 [Signature] (Seal) _____ (Seal)
[Signature] (Seal) _____ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.

1750



SCHEDULE A

One 1989 Luhrs 320 Tournament (Gas) Hull #LHR32032K889-320G
with Crusader Motor No. 79009LH 79018RH.

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE: 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 266-8100 / 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
•

275826

BOOK 536 PAGE 32

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)
GEORGE A WOOD
KATHRYN A WOOD
1868 POTOMAC RD
PASADENA, MD, 21122

2 Secured Party(ies) and address(es)
Environmental Water Control, Inc.
511-C Eastern Boulevard
Essex, Maryland 21221

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

J.F. CLERK RECORD FEE 12.00
#443407 1345 R01 711451
13/02/82

4 This financing statement covers the following types (or items) of property:
~~ONE UNITED STANDARD WATER TREATMENT SYSTEM~~
CONDITONAL SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1868
POTOMAC RD PASABENA, MD, 21122

5. Assignee(s) of Secured Party and Address(es)
Security Pacific
Suite 126
901 Dulaney Valley Road
Towson, Maryland 21204

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 ARENDEL CO.

X *George Wood*
GEORGE WOOD
By X *Kathryn A. Wood*
KATHRYN A WOOD
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC
By: *Joseph B. Antone*
JOSEPH B. ANTOINE
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

275827

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

1. Debtor(s) (Last Name First) and address(es) DAVID L. JARVIS DEBRA F. JARVIS 1136 MOUNT DRIVE PASADENA, MARYLAND 21122	2. Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland 21221	For Filing Officer (Date, Time, Number, and Filing Office) RECORDS FEE 12.00 J. P. CLERK 4432478 0345 1621 111432 12/22/88
--	--	--

4. This financing statement covers the following types (or items) of property: Installed, one United Standard complete water treatment system Model #1054 (CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1136 MOUNT DR. PASADENA, MD, 21122 XX XX XX XX	5. Assignee(s) of Secured Party and Address(es) Security Pacific Suite 126 901 Dulaney Valley Road Towson, Maryland 21204
---	---

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 ARBONEL CO.

X David L Jarvis

 DAVID L JARVIS
X Debra F Jarvis

 DEBRA F JARVIS (natural person of Debtor(s))

ENVIRONMENTAL WATER CONTROL, INC.

 By: *J. P. Clerk*
 JOSEPH ANTONELLI (Signature of Secured Party(ies))

STANDARD FORM - FORM UCC-1
 12/88

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275828

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 21 December 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TMG, Inc. T/A Lord's and Lady's
Address 2307 B Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned 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.

12/22/88
J.F. 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)

TMG, Inc. T/A Lord's and Lady's

By: Teena M. Carlucci (Signature of Debtor)

Teena M. Carlucci, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

Paul R. O'Connell, President

Type or Print Above Signature on Above Line

12/21

MARYLAND NATIONAL BANK

275829

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of A.A. County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 40,000.00 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): Professional Construction Services, Inc. Address(es): 601 Revell Highway, Unit C Annapolis, Md. 21401

RECORD FEE 11.00
POSTAGE .50
444130 1345 R01 114/15
J.F. CLERK 12/22/88

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate Industries Group
Attention: H. Copeland 10 Church Circle Annapolis, Md. 21401

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 November 4, 19 88 from Debtor(s) to Stephen 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.

Debtor(s): Professional Construction Services, Inc.

Secured Party: MARYLAND NATIONAL BANK

James W. Thomasson, Jr. (SEAL)
Vice President

By: Harrell D. Copeland (SEAL)

(SEAL)

(SEAL)

(SEAL)

Harrell D. Copeland, 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.

Handwritten initials: HT

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (_____ Election District), State of Maryland, and more particularly described as follows:

BEING SHOWN AND DESIGNATED as Lot No. 30, Block E, on a Plat entitled "Plat No. 1, Deep Creek, Cape St. Claire", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, Page 20.

275830

FINANCING STATEMENT

TAXABLE DEBT:

Not subject to recordation tax

\$ 23,000.00 PAID TO THE
A.A. COUNTY CLERK OF VICE
COURT

1. Name of Debtor(s): DARWELL ASSOCIATES, INC.
Address: 1203 WEST STREET
ANNAPOLIS, MARYLAND 21401

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. Box 311
ANNAPOLIS, MARYLAND 21401

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: HEWLETT PACKARD MICRO 3000 GX,
SERIAL NUMBERS 2329400563, BOX # 249570, BOX # 249580; HEWLETT-PACKARD LINE PRINTER SERIAL
NUMBERS # 2844 A07898, BOX # 574380, BOX # 574390; HEWLETT-PACKARD MPEG VIE MEDIA
SERIAL NUMBERS (MATCHED), BOX 249590.

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

The above-described goods are affixed or to be affixed to:



RECORD FEE 11.00
RECORD TAX 161.00
POSTAGE .50

444210 0345 R01 T09:12

12/23/88

Debtor(s):

DARWELL ASSOCIATES, INC.

Jesse L Darwell

Secured Party:

ANNAPOLIS BANK AND TRUST CO.

(Type Name of Dealership)

By *John Paul Kenner*
(Authorized Signature)

John Paul Kenner, VICE PRESIDENT
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-
161 .50

275831

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): _____ Address(es): _____
 National Concrete Contractors, Inc. 47 Thomas Avenue
 Baltimore, Maryland 21225

6. Secured Party: Maryland National Bank Address: Department: AARU
 Post Office Box 987, Mailstop 500-270
 Attention: Lisa Edwards Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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):

J. F. CLERK

RECORD FEE 11.00
 POSTAGE .50

Debtor: National Concrete Contractors, Inc. Secured Party: Maryland National Bank
 By: Brooke Thompson, Pres. (Seal) Type name and title
 By: Jane C. Phillips (Seal) 12/23/99
 By: Maryann P. Thompson, Sec. (Seal) Type name and title
 By: Jane C. Phillips, Assistant Vice President Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

11505

"PURCHASE MONEY"
FINANCING STATEMENT

BOOK 536 29
275832

ANNE ARUNDEL COUNTY

Not subject to recordation tax
 Subject to recordation tax on
principal amount of \$25,000.00

1. Name of Debtor(s): Lindsay Ervin & ASSOCIATES, Inc.
Address: ~~1772 Dryden Way~~ 16 Village Green-Suite 200
Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
2001 Davidsonville Road
Crofton, MD 21114

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

Equipment - See attachments 1 & 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:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Lindsay Ervin &
Associates, Inc.
Lindsay B. Ervin
Lindsay B. Ervin, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
Dennis L. Ortiz, Assistant V.P.
(Type Name and Title)

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

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

RECORD FEE 13.00
RECORD TAX 105.00
POSTAGE .50
#754930 0237 R02 111:33
12/23/88
J.P. CLERK

RECORD TAX 70.00

Sub total	20731.75
Rec Fee	13.00
Total Due	20744.75
Less Deposit	0.00
Balance Due	20744.75

1300
17500

ENTRE COMPUTER CENTER®

BUSINESS SYSTEMS MANAGEMENT, INC.
 The Conte Building - Suite 101
 116 Defense Highway, Annapolis, MD 21401-7023
 (301) 266-6464

"ATTACHMENT - 1"

INVOICE

Number

14182

Customer No.

1627

Date: 12/13/88

Federal I.D.# 52-1272387

BILL TO:

LINDSAY ERVIN & ASSOCIATES, INC
 16 VILLAGE GREEN
 SUITE 200
 CROFTON, MD 21114
 ATTN: ACCTS PAYABLE
 Phone: (301) 793-0310

SHIP TO:

SAME

Ship Via	F.O.B.	Terms	Paid By		
UPS			Cash	Check	Charge
Customer Order Number	Order Date	Sales Person	Purchase Agreement No.		
	12/05/88	STU	5383		

Qty. Order	Qty. Ship	Qty. Back Ord	Description	Unit Price	Extended Price
1	1	0	015156 DP 386/25-60 25MHZ, 1MB/1.2/6 S/N(s) : 4836AR6B1025	6430.00	6430.00
1	1	0	012002 MATH COPROC 80387-25	728.00	728.00
1	1	0	030970 19IN MULTISYNC XL MONITOR S/N(s) : 8XC001666C	2310.00	2310.00
1	1	0	03X800 NTH ENGINE 1024 S/N(s) : 881132983	3839.00	3839.00
1	1	0	051778 BERNOULLI 2-20MB EXT 5.25 S/N(s) : 0138400105	1728.00	1728.00
1	1	0	051784 BERNOULLI PC3B ADAPTER XT/AT	147.00	147.00
1	1	0	040740 *(2)LASERJET 2 LASR PTR P,S S/N(s) : 2805A93319	1946.00	1946.00
1	1	0	040746 2MB BUF (LASERJET 2)	718.00	718.00
1	1	0	041762 DIGITIZER 91XX 36X48 W/INTFC S/N(s) : H16694	3902.00	3902.00
1	1	0	065081 4MB MEMORY MODULE DP386/20	2245.00	2245.00
1	1	0	276654 HP DRAFTPRO EXL S/N(s) : 2826A01384	4824.00	4824.00
1	1	0	251881 WORDPERFECT (INCL SPELL+MAIL)	229.00	229.00
1	1	0	205054 COMPAQ DOS + BASIC 3.3	90.00	90.00
5	5	0	SLO100 DELIVERY AND INSTALLATION	90.00	450.00
1	1	0	T00200 CLASS: INTRO TO WORD PERFECT	145.00	145.00
1	1	0	SP016210 PCX SYSTEM*	900.00	900.00

*** Continued ***

Special Instructions:

Sub-total 30730.00

Sales Tax 1506.75

Total Price 32236.75

Received by:

Lindsay Ervin

Date:

12-13-88

Less Deposit

Balance Due

0.00
32236.75

CUSTOMER

C
F
T



BUSINESS SYSTEMS MANAGEMENT, INC.
 The Conte Building - Suite 101
 116 Defense Highway, Annapolis, MD 21401-7023
 (301) 266-6464

ATTACHMENT 2

538 41

Page: 2

INVOICE

Number

14182

Customer No.

1627

Date: 12/13/88

Federal I.D.#: 52-1272387

BILL TO:			SHIP TO:		
LINDSAY ERVIN & ASSOCIATES, INC 16 VILLAGE GREEN SUITE 200 CROFTON, MD 21114 ATTN:ACCTS PAYABLE Phone : (301)793-0310			SAME		
Ship Via		F.O.B.	Terms		Paid By
UPS		ANNAPOLIS	COD		Cash Check Charge
Customer Order Number		Order Date	Sales Person		Purchase Agreement No.
		12/05/88	STU		5383
Qty. Order	Qty. Ship	Qty. Back Ord	Description	Unit Price	Extended Price
1	1	0	030490 AMDEK 210A AMBER MONO, 12IN S/N(s) : 87625347	0.00	0.00
1	1	0	030500 ADAPT: AMDEK MONO DISP	0.00	0.00
1	1	0	45A269 SURGE PROTECTOR: CURTIS SAFE	0.00	0.00
1	1	0	40X560 SWITCH BOX A-B 25 WIRE	0.00	0.00
2	2	0	400414 CABLE-ENTRE:DB25 M/M SERIAL	0.00	0.00
1	1	0	452163 BERNOULLI: 20MB TRI PACK REM	0.00	0.00
10	10	0	45A099 DISK: 5.25 DSDD PRECISION	0.00	0.00
1	1	0	401286 16 BUTTON CURSOR F/DRAWINGBO	99.00	99.00
Special Instructions:				Sub-total	
				Sales Tax	
				Total Price	
Received by: <i>Lindsay Ervin</i>				Less Deposit	
Date: 12-13-88				Balance Due	

CUSTOMER

FINANCING STATEMENT

BOOK 536 PAGE 42

275833

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

1. Name of Debtor(s): G.T.P., Inc.
Address: P. O. Box 8633
Baltimore, MD 21240

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~Metro Plaza One, 9401 Colverville Road, Silver Spring, Maryland 20910~~
2001 Davidsonville Road
Crofton, MD 21114

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

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
#354940 0237 R02 T11:34
12/23/88
J. F. CLERK

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): G.T.P., Inc.
Franklin S. Lee
.....
Franklin S. Lee, President.....
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
.....
Dennis L. Ortiz, Assistant V.P.
(Type Name and Title)

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

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

275834

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) STUART M SCHMIDT SR LYNN B SCHMIDT 1635 FURNACE DR GLENBURNIE, MD, 21061	2. Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland 21221	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1635 FURNACE DR. GLENBURNIE, MD, 21061		5. Assignee(s) of Secured Party and Address(es) Security Pacific Suite 126 901 Dulaney Valley Road Towson, Maryland 21204

RECORD FEE 12.00
 J. B. BAKER
 12/23/88

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 CO.

By: Stuart M. Schmidt Sr
 STUART M SCHMIDT SR
Lynn B. Schmidt
 LYNN B SCHMIDT
 Signature(s) of Debtor(s)

By: Joseph B. Antonelli
 JOSEPH B ANTONELLI
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

12-

275835

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) LAWRENCE G WEAVER JR GLORIA M WEAVER 209 9TH STREET PASADENA,MD, 21122	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX,MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 H-5100 CIVIL RD 71448 J.F. CLERK 12/23/88
4. This financing statement covers the following types (or items) of property: XXX ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL NO 1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 209 9TH STREET, PASADENA,MD, 21122		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SERV 901 DULANEY VALLEY RD SUITE 126 TOWSON,MD, 21204

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 CO CRT HOUSE

Lawrence G Weaver Jr
 LAWRENCE G WEAVER JR
 By: *Gloria M. Weaver*
 GLORIA M WEAVER
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC
 By: *Joseph B Antonelli*
 JOSEPH B ANTONELLI
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

275836

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): Interdesign Corporation d/b/a Thomasville Galleries of Chesapeake 1450 Ritchie Road Arnold, Maryland 21012	(2) Secured Party(ies) (Name(s) And Address(es): Thomasville Furniture Industries, Inc. P. O. Box 339 Thomasville, North Carolina 27360	RECORD FEE 12.00 POSTAGE .50 #444620 0040 R01 714405 J. P. CL... 12/23/88
(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.

See Attached Exhibit "A"

This Financing Statement is not subject to Recapture Tax

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Interdesign Corporation

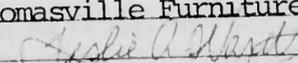
(By) 

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

12.54(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Thomasville Furniture Industries, Inc.

(By) 

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

EXHIBIT "A"

Attached to and forming a part of UCC Financing Statement listing Interdesign Corporation, d/b/a Thomasville Galleries of Chesapeake as Debtor and Thomasville Furniture Industries, Inc. as Secured Party.

The Collateral shall include (i) all of Debtor's Inventory (as hereinafter defined) now owned or hereafter acquired and wherever located; (ii) all of Debtor's Floor Samples (as hereinafter defined) now owned or hereafter acquired and wherever located; (iii) all of Debtor's General Intangibles (as hereinafter defined); (iv) all insurance on all of the foregoing and the proceeds of that insurance; and (v) all cash and noncash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

As used herein, the term "Inventory" means any inventory as that term is defined in the Uniform Commercial Code as in effect in the State of Maryland and shall include tangible personal property held for sale or lease or to be furnished under contracts of service, tangible personal property which the Debtor has so leased or furnished, and raw materials, work in process and materials used, produced or consumed in the Debtor's business, and shall include tangible personal property returned to the Debtor by a purchaser or lessor thereof following the sale or lease thereof by the Debtor. All equipment, accessories and parts related to, attached to or added to items of Inventory or used in connection therewith and all accessions thereto shall be deemed to be part of the Inventory.

As used herein, the term "Floor Samples" shall mean all furniture, furnishings, appliances, goods and other tangible personal property which are used by the Debtor in its business as samples for viewing and/or for inspection by potential purchasers or lessees whether or not held for sale or lease, including, but without limitation, pictures, lamps, bedding, clocks, rugs, books, bookends, ashtrays, television sets, radios, mattresses, pillows, curtains, and any and all accessories typical for display in a furniture retail store.

As used herein, the term "General Intangibles" means any general intangible as that term is defined in the Uniform Commercial Code in effect in the State of Maryland.

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)

Sears, Ray & Sons, Inc.
2387 Rutland Road
Davidsonville, MD 21035

2 Secured Party(ies) and Address(es)

Motorola C & E, Inc.
P.O. Box 8788
BWI Airport, MD 21240

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

RECORD FEE 11.00

POSTAGE .50

444530 0040 801 724101

11/23/89

J. F. CLERK

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"

Sears, Ray & Sons, Inc.

Motorola C & E

By: Donald L. Sears
Donald L. Sears Signature(s) of Debtor(s) Vice President

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

Filing Officer Copy — Alphabetical

11-50

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

1 Debtor(s) (Last Name First) and Address(es) NAPIER KEVIN L. NAPIER PATRICIA A. LOT 51 CROWNSVILLE MD 21032		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		3 <input type="checkbox"/> The Debtor is a transmitting utility
5 This Financing Statement covers the following types (or items) of property 1979 WINDSOR -0- 14 X 70 SERIAL # ZWI65149161 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) 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: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner		

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
--	--

By NAPIER KEVIN L. NAPIER PATRICIA A. GREEN TREE ACCEPTANCE INC.
 Signature(s) of Debtor(s) By Isabel Manfredi
 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

275839

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

No of Additional Sheets Presented

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

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

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

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

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

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

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

9 Name of a Record Owner

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).

SPINKS PENNY M. SPINKS JESSE E. CHESAPEAKE MH OF LAUREL, INC.

By *Penny M Spinks* Signature(s) of Debtor(s)
 By *Jesse E. Spinks* Signature(s) of Secured Party(ies)
 By *Diana Rubenstein, Agent* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(1) Filing Officer Copy - Numerical 1750

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275840

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 Bowen, Thaniel A., Sr. T/A Bowen Construction Company

Address Summer Hill Trailer Park, Lot 88 Crownsville, MD 21032

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.

Address 1400 Joh Avenue Baltimore, MD 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)

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

ASSIGNEE OF THE SECURED PARTY:

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

RECORD FEE 14.00

POSTAGE .50

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] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Thaniel A. Bowen, Sr. T/A Bowen Construction Company

[Signature of Debtor]

Thaniel A. Bowen, Sr. T/A Bowen Construction Company
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

[Signature of Secured Party]

Roy Neal, Sales Mgr
Type or Print Above Signature on Above Line

1430

FIRST INTERSTATE CREDIT ALLIANCE, INC.

536 51

State Equipment, Division of Secorp National, Inc. ("Seller")
 1400 Joh Avenue Baltimore, MD 21227 (Address of Seller)
 FROM: Bowen Construction Company ("Buyer")
 Thaniel A. Bowen, Sr. T/A
 Summer Hill Trailer Park, Lot 88 Crownsville, MD 21032 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) New Dresser Model A550 Grader, S/N 100240 *except that there shall be no payments made during the months of January and February of the years of 1989 and 1990.	(1) TIME SALES PRICE	\$ 116,814.40
	(2) Less DOWN PAYMENT In Cash	\$ 25,530.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 91,284.40
Record Owner of Real Estate:		

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
 Summer Hill Trailer Park, Lot 88 Crownsville Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 Ninety one thousand two hundred eighty four and 40/100 Dollars (\$ 91,284.40) being the above indicated Contract Price (hereinafter called the "time balance") in 20 ~~36~~ monthly installments, commencing on the 19 day of 19, and continuing on the same date each month thereafter until paid, the first 19 installments each being in the amount of \$ 4,564.22 and the final installment being in the amount of \$ 4,564.22 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

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

Date: December 16 19 88
 Accepted: State Equipment, Division of Secorp National, Inc. (SEAL)
(Print Name of Seller Here)
 By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)
 BUYER(S)-MAKER(S):
Thaniel A. Bowen, Sr. T/A Bowen Construction Company (SEAL)
(Print Name of Buyer-Maker Here)
 By: [Signature]
 Co-Buyer-Maker: _____ (SEAL)
(Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

FICA-L-2XD(1-75)

© 1988 First Interstate Credit Alliance, Inc.

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

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) and (A) retain 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 monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign 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.

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

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

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

Date: _____, 19____
(Witness)
By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")
State Equipment, Division of Security National, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
Signature of Seller

275841

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Virginia E. Wolford	148 Chesapeake Mobile Court Hanover, MD 21061

ANCA

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
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1. This financing Statement covers the following types (or items) of property (the collateral).
1988 #01 OP 2094, A/C, Steps, Skirting, anchors
Nolly Poric
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Virginia E. Wolford
Virginia E. Wolford

THE SAVINGS BANK OF BALTIMORE

BY Barry Mock

RECORD FEE 11.00

POSTAGE .50

BALTIMORE COUNTY ROT 114115

12/23/88

J. F. CLERK

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, which has been assigned to The Savings Bank of Baltimore.

115

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275842

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	to	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MBA Container Corporation

Address 135 Roesler Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Yale Industrial Trucks - Maryland, Inc.

Address Benson Business Center, 208 Azar Ct. Baltimore, MD 21227

General Electric Capital Corporation, P.O. Box 2160 Flemington, NJ 08822
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

All of the equipment now or hereafter leased by Lessor to Lessee, including, without limitation, the following: (1) New Yale Gas Forklift Truck GLC030A; and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds, including insurance proceeds, thereof.

Name and address of Assignee General Electric Capital Corp. P.O. Box 2160 Flemington, NJ 08822

RECORD FEE 11.00

POSTAGE .50

RECORDED 2040 R01 12/23/88

12/23/88

J.F. CLEAR

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)
MBA Container Corporation
Type or Print Above Name on Above Line
X Arvin R. Newman
(Signature of Debtor)
Arvin R. Newman, President
Type or Print Above Signature on Above Line

Barbara A. Krumm
(Signature of Secured Party) V.P.
Barbara A. Krumm
Yale Industrial Trucks - Maryland, Inc.
Type or Print Above Signature on Above Line

1756

275843

FINANCING STATEMENT

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

5. Debtor(s) Name(s) _____ Address(es) _____
M & M Amusement, Inc 325 Roesler Rd, Glen Burnie, Md 21061

6. Secured Party _____ Address 325 Roesler Rd, Glen Burnie, Md 21061
Willow Enterprises, Inc
 Attention: Louis Wilner

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

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

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

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

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

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

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

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

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

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

M & M Amusement, Inc (Seal)

Larry Wilner - Pres (Seal)

Larry Wilner (Seal)

_____ (Seal)

Secured Party

Willow Enterprises, Inc (Seal)

Type name and title
Louis Wilner - Sec Treas

Assignee - Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

1750

SCHEDULE A

BOOK 536 PAGE 56

This Schedule A is attached to and made a part of a
installment contract dated Dec 19, 1988, between M & M Amusement, Inc
(Buyer) and Willow Enterprises, Inc (Seller)

3 New Rowe Music Boxes model R 93-62894-62932-64856

2 Date East RobCops 63496-63454

3 Williams Taxi Pin Ball 162802-162809-162852

2 Tecmo Ninja 73892-73968

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

Subject To Recording Tax of \$_____ Which Was Paid In Accordance With The Recordation Tax Certificate Attached Hereto.

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

- RECORD FEE 33.00
STAMP .50
#44230 2040 BAL 714122
12/23/88
1. DEBTOR: BRIGHTON'S THE FIREPLACE AND PATIO SHOWROOM, INC.
8610 Cherry Lane
Laurel, Maryland 20701
 2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
6395 Dobbin Road, Suite 105
Columbia, Maryland 21045

Attention: Kari L. Staddon,
Commercial Banking Officer
 3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

contracts with customers, deposits and prepayments;

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

customer lists, yellow page listings, telephone numbers, trade names;

- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (xi) General Intangibles in the form of goodwill; and
- (xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

- 4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
- 5. Some of the above-described personal property may be affixed to one or more of the parcels of real property described on Exhibit A attached hereto. The record owners of such parcels of real property are as set forth on Exhibit A.

DEBTOR:

BRIGHTON'S THE FIREPLACE AND PATIO SHOWROOM, INC., A Maryland Corporation

By: *[Signature]* (SEAL)

Name: PHILIP T. PARKER
 Title: V. PRES

Date: December 20th, 1988

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

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 7862

JT/DOC
Bright.FS

LOCATIONS AND RECORD OWNERS

<u>LOCATION</u>	<u>OWNER OF RECORD</u>
1) 9091 Baltimore National Pike Ellicott City, MD. 21043	9091 Baltimore National Pike Ltd. Partnership James R. Peak
2) 2101 Greenspring Drive Timonium, MD. 21093	Crow Park Station Ltd. Partnership
3) 556A Ritchie Highway Severna Park, MD. 21146	Randolph Associates Ltd. Partnership
4) 5500 Randolph Road Rockville, MD. 20850	Laurel Business Center Ltd. Partnership
5) 8610 Cherry Lane Laurel, MD. 20707	Northbrook Associates Ltd. Partnership
6) 10980 Lee Highway Fairfax, VA. 22030	Terry Wollman
7) Rt. 301 At Mattawoman/ Beantown Road Waldorf, MD. 20601	

JT/DOC
Bright.LOC

TO: THE CLERKS OF HOWARD, BALTIMORE, CHARLES,
PRINCE GEORGE'S, ANNE ARUNDEL, AND MONTGOMERY COUNTIES

RECORDATION TAX CERTIFICATE

The undersigned certifies that the books and records of BRIGHTON'S THE FIREPLACE AND PATIO SHOWROOM, INC. ("Debtor") and THULMAN EASTERN CORPORATION show the following values for property which secures a total debt of Six Million One Hundred Thousand Dollars (\$6,100,000.00) to THE FIRST NATIONAL BANK OF MARYLAND ("Lender"). The above-described debt consists of: (i) a One Million Two Hundred Thousand Dollar (\$1,200,000.00) loan from the Lender to the Debtor; and (ii) the Debtor's absolute and unconditional guarantee of the obligations of THULMAN EASTERN CORPORATION to the Lender in the amount of Four Million Nine Hundred Thousand Dollars (\$4,900,000.00). THULMAN EASTERN CORPORATION has absolutely and unconditionally guaranteed the obligations of the Debtor to the Lender and has granted to the Lender a security interest in all of its assets as security for all of its obligations to the Lender.

\$ 7,121,416 Total value of all property
securing debt

Howard County

\$ 36,995 Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in Howard
County

\$ 36,995 X \$6,100,000.00 = \$ 31,688
\$ 7,121,416

Baltimore County

\$ 104,736 Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in
Baltimore County

\$ 104,736 X \$6,100,000.00 = \$ 89,713
\$ 7,121,416

Charles County

\$ 10,207

Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in Charles
County

$$\frac{\$ 10,207}{\$ 7,121,416} \times \$6,100,000.00 = \$ 8,743$$
Prince George's County

\$ 129,926

Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in
Prince George's County

$$\frac{\$ 129,926}{\$ 7,121,416} \times \$6,100,000.00 = \$ 111,291$$
Anne Arundel County

\$ 34,245

Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in Anne
Arundel County

$$\frac{\$ 34,245}{\$ 7,121,416} \times \$6,100,000.00 = \$ 29,333$$
Montgomery County

\$ 96,955

Total value of all non-exempt
property covered by financing
statement (including equipment
and fixtures) located in
Montgomery County

$$\frac{\$ 96,955}{\$ 7,121,416} \times \$6,100,000.00 = \$ 83,048$$

BRIGHTON'S THE FIREPLACE
AND PATIO SHOWROOM, INC.

By: *Philip Mercer*
Name: Philip Mercer
Title: V.P.S.

THULMAN EASTERN CORPORATION

By: *Philip Mercer*
Name: Philip Mercer
Title: V.P.S.

JT/DOC
Bright.RTC

STATE OF MARYLAND

BOOK 538 PAGE 65
275845

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.

Does not create a Sec. Int.

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

1. DEBTOR

Name Holly Properties, A Partnership

Address 405 7th Ave., N.E., Glen Burnie, MD 21061

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 13.00

POSTAGE .50

REGISTERED MAIL 14:54

12/23/89

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)

One (1) New/Rental Dresser Payloader, Model 540, Serial Number 4324

Name and address of 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)

Holly Properties, A Partnership

Joseph F. Joy, Jr.
(Signature of Debtor)

Frank Joy, Jr.

Type or Print Above Name on Above Line

Elise Martin
(Signature of Debtor)

Elise Martin

Type or Print Above Signature on Above Line

State Equipment, Division of
SECORP NATIONAL INC.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

12/23



BOOK 536 PAGE 66 A.A. County

FINANCING STATEMENT

275846

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Trim-Line of West Baltimore, Inc. 550 Crain Highway Suite #22
Glen Burnie, Maryland 21061

6. Secured Party Address
 Provident Bank of Maryland P.O. Box 1661
 Attention: D. Krugman - HQCM Baltimore, Maryland 21203-1661
Type name & title

RECORD FEE 11.00
 RECORD TAX 140.00
 14/54
 23/68

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

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 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) _____

Debtor(s): Trim-Line of West Baltimore, Inc.
 _____ (Seal) By: Paul Krysowaty, President (Seal)
 _____ (Seal) Paul Krysowaty, President
Type name and title

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

11.00
 140.00
 151.50
 Form No. 3440(3/87)

Please return Recorded Documents to:
 Dennis R. Krugman/HQCR
 PROVIDENT BANK OF MARYLAND
 P.O. Box 1661
 Baltimore, Maryland 21203-1661

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275847

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or 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 C. Wayson
Address 1555 Gov. Bridge Rd. Annapolis, Md. 21035

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)

- 1 new JD 500 Grain Cart 23. 1-26 Tires, Lights A0500X0111750
- 1 Used JD 420 Lawn & Garden Tractor 0000000420147
- 1 new JD 660 Mid Mount Mower M00273x578273

CHECK 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)

1040 R01 715106
12/23/88



(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter C. Wayson
(Signature of Debtor)

Walter C. Wayson

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. M. G. Lewis
(Signature of Secured Party)

John Deere Company

Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

BOOK 538 PAGE 68

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275848

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

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

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

This financing statement Dated 12/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L & C ELECTRIC COMPANY, INC.
Address 673 WELLERBURN AVENUE SEVERNA PARK MD 21146

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) 12/16/92

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

- 1 - LTR Control Station
1 - Power Supply
1 - Desk Microphone
1 - Control Station Pedestal
1 - Omni Control Base Antenna
75ft - Belden Base Cable & Connectors
9 - LTR Mobile Units
9 - Accy Packages
9 - Heavy Duty Mics
9 - Roof Mount Antennas
9 - Under Hood Speaker w/relay

RECORD FEE 11.00
POSTAGE .50
443440 0040 001 715417
12/23/88

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)

L & C ELECTRIC COMPANY, INC.

BY: [Signature] (Signature of Debtor)

CHARLES E. LENFEST, PRESIDENT
Type or Print Above Name on Above Line

BY: [Signature] (Signature of Debtor)

HERRY COOK, VICE PRESIDENT
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

[Signature] (Signature of Secured Party)

Type or Print Above Signature on Above Line

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): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
Post Office Box ~~987XXXXXX~~ 871 M.S. 500-271
Attention: Lisa Edwards ~~XXXXXXXXXXXX~~ Annapolis, Md. 21404
(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):

One (1) Hans Christian 33 foot Traditional Hull No. 147 (33' F.R.P. Sailing Yacht) L.O.A. 33' 0" - Deam 11' 8" - Draft 5' 6" - H:14' 10,000 kgs (gross weight)

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: *Geoffrey R. White* (Seal)
Type name and title, if any Geoffrey R. White,
President

By: *Robert G. Jones* (Seal)
Type name and title Robert G. Jones
Vice President

RECORD FEE 11.00
POSTAGE .50

#355490 C055 R02 T09:15
12/27/88



MARYLAND NATIONAL BANK



Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404



275850

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): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Attention: Lisa Edwards Post Office Box ~~887~~ 871 M.S. 500-271
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404
 (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
 POSTAGE .50
 #355500 C055 R02 T09:16
 12/27/88

Description of Collateral (or Real Property). (Continued on Schedule A):
 One (1) Hans Christian 38 foot Traditional Hull No. 130 (38' F.R.P. Sailing Yacht) L.O.A. 37' 11" - Beam 12' 9" - Draft 6' 0" - H: 12' 14,000 Kgs (gross weight)

Debtor: Hans Christian Yachts, Inc.
 By: Geoffrey R. White (Seal)
 Type name and title, if any President
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Robert G. Jones (Seal)
 Type name and title Vice President



MARYLAND NATIONAL BANK

Mail to:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

Handwritten initials: 11/20

536 71

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY. RECORDATION TAX HAS BEEN PAID TO CLERK OF COURT FOR ANNE ARUNDEL COUNTY AT TIME OF RECORDATION OF DEED OF TRUST

275851

FINANCING STATEMENT

- 1. Name & Address of Debtor: RCS DEVELOPMENTS, INC.
P.O. Box 4088
Annapolis, Maryland 21403
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

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

(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) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax

RECORDED
INDEXED
14.00
.50
12/27/88

BL
CLERK

148

imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:
RCS DEVELOPMENTS, INC.

Secured Party:
SEVERN SAVINGS BANK, FSB

By: Robert C. Sholar
Robert C. Sholar, President

By: [Signature]

realest/8rcs

EXHIBIT A

All of those lots of ground situate and lying in Anne Arundel County, Maryland, being known and designated as Lot Nos. 5, 16, 22 and 28 as shown on a plat entitled Second Amended Plat "Forest Glen" Plat 1 of 1 which Plat is recorded among the Plat Records of Anne Arundel County in Plat book 111, page 17.

STATE OF MARYLAND

536 74

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273767

Book Page
RECORDED IN LIBER 529 FOLIO 389 ON 7/14/88 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 113 Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation

Address 8767 Satyr Hill Road, Baltimore, MD 21234

Assignee: Bell Savings Bank, 9 S. 69th Street, Upper Darby, PA 19082

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#555090 0040 R04 T15+03</p> <p>12/21/88</p>	
	<p style="text-align: center;">BL CLINK</p>	

Bell Savings Bank

10.50

By: W. F. Heron Jr.

Atlantic Industrial Credit Corporation

Dated 12/9/88

[Signature]

(Signature of Secured Party)

Robert E. Polack, President

Type or Print Above Name on Above Line

Anne Arundel

FINANCING STATEMENT FORM UCC-1

Identifying File # 275852

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$100,000.00

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

This financing statement Dated 12/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ebersberger Contracting, Inc.

Address 1711 Baltimore Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address 1305 U.S. Hwy19 S. Suite 101

Clearwater, FL 34624

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

- One (1) Caterpillar model 953LGP Crawler Loader
One (1) Caterpillar model 12E Motor Grader

RECORD FEE 11.00
RECORD TAX 700.00
#256040 0040 R04 115.39
12/27/88

*Together with all parts, accessories, attachments, substitutions, repairs, improvements or replacements and any and all rights thereunder and proceeds and products thereof including insurance proceeds.

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)



Handwritten calculations: 11.00, 700.00, 711.00

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

Signature of Debtor

Ebersberger Contracting, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

ITT Commercial Finance Corp.

Type or Print Above Signature on Above Line

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

No. of Additional Sheets Presented:

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
William A. Duerk
5401 Glenwood Road
Bethesda, MD 20817

2. Secured Party(ies) Name(s) and Address(es):
First Commercial Corp.
303 Second Street
Annapolis, MD 21403

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

POSTAGE .50

#256050 0040 R04 T15:41

12/27/88



cc 0088

5. This statement refers to original Financing Statement No. 250901 filed (date) 2/10/84 with Anne Arundel Co. Clerk

- 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

* Fidelity Bank, N.A. successor by merger to
(Assignee) Industrial Valley Bank & Trust Co.
412 York Road, Jenkintown, PA 19046

Fidelity Bank, N.A.

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

By Karen Jamieson ADP
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

(3/83)

STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 536 PAGE 77

275853

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)
Music House, Inc.
360 Harundale Mall
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
THE SELMER COMPANY
And its Ludwig Division
600 INDUSTRIAL PARKWAY
ELKHART, INDIANA 46516

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#258660 0040 R04 T15142
12/27/88

NOT SUBJECT TO RECORDATION TAX.

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: **county**

Music House, Inc.
By: [Signature] **President**
Signature(s) of Debtor(s)

The Selmer Company And its Ludwig Division
By: [Signature] **clerk**
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 11-50 STANDARD FORM - FORM UCC-1.



FINANCING STATEMENT

BOOK 536 PAGE 78

AA

275854

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. see attached schedule
- 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)

Columbia Auto Sales, Inc.

2747 Annapolis Rd.
Box 425
Jessup, Md. 20794



6. Secured Party Address

Provident Bank of Maryland
Attention: D. Krugman HQCM
Type name & title

P.O. Box 1661 Baltimore, Md. 21203-1661

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

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 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) _____

Debtor(s): Columbia Auto Sales, Inc.

_____(Seal) By: [Signature] _____(Seal)

_____(Seal) Robert G. Beaumont, President

Type name and title

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

11.00
182.00
193.50
Form No. 3440(3/87)



Please return Recorded Documents to:
Dennis R. Krugman/HQCM
PROVIDENT BANK OF MARYLAND
P.O. Box 1661
Baltimore, Maryland 21203-1661

RECORDATION TAX CERTIFICATE

536 79

The undersigned hereby certifies that the books and records of
Columbia Auto Sales, Inc. ("Debtor")

show the following values for property which secures a total
debt of

\$ <u>100,000</u> (A)	to Provident Bank of Maryland
\$ <u>275,000</u> (X)	Value of inventory, contract rights and other exempt property
\$ <u>371,000</u> (Y)	Total value of all property covered by financing statement

(X) ÷ (Y) = 74 %
(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:

\$100,000 x 74 % = \$ 74,000
(A) (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 26,000.

(\$ 100,000 - \$ 74,000)
(A) (C)

COLUMBIA AUTO SALES, INC.

By: [Signature] (SEAL)
Robert G. Beaumont, President

Date: 10-14-88

For use when the recordation tax calculation considers both the values of taxable and non-taxable collateral. The information required must be provided and the certificate must be executed by the borrower (debtor).

Mail to

Denius R. Krugman / HQCR

275855

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 \$ 75,000.00. 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): Toal, Ranes, Davis & Simmons Address(es): 2651 Riva Road
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: AARU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 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.)

15.00
 525.00
 .50

 540.50

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

RECORD FEE 15.00
 RECORD TAX 525.00
 POSTAGE .50

Debtor: Toal, Ranes, Davis & Simmons

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title
Maddaus Toal

By: [Signature] (Seal)
 Type name and title
Mark T. Blizzard, Vice President

By: [Signature] (Seal)
 Type name and title
John Simmons

By: [Signature]
 Type name and title
Wesley Ranes

By: [Signature]
 Type name and title
James K. Davis

MARYLAND NATIONAL BANK

#256260 0040 104 T09426
 12/28/08



Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

AA 6
1150

BOOK 536 PAGE 81

275856

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Javid Hariri, D.D.S. Address(es): 5503 Ritchie Highway
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: LDRU
ALICE KEITH Post Office Box 987, Mailstop 20 28 LOAN FEE 11.00
Attention: _____ Baltimore, Maryland 21203 POSTAGE .50
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.) #253710 0777 R03 108453
12/28/88

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

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

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

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

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

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

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

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

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

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

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

Debtor: Javid Hariri, D.D.S.

Secured Party: Maryland National Bank

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

By: [Signature] (Seal)

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

Ronald E. Lindbeck, Assistant Vice President
Type name and title

207-95 REV 1/86
RETURN TO: **MARYLAND NATIONAL BANK**
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

1150 1844166-0001 163827
444277



275857

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).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
West Pasadena Amoco Inc	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Jennifer Austin
8355 Ritchie Highway	18 West Street
(Address)	(Name of Loan Officer)
Pasadena, Maryland 21122	Annapolis, Maryland 21401
(Address)	(Address)

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

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNEE)</u>
<i>Curtis Z. Denton Pres.</i> (Seal)	_____ (Seal)
(Signature)	(Signature)
Curtis Denton, President	_____
(Print or Type Name)	(Print or Type Name)



RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50
 708-53
 2/29/88

115
105

FORM 536 83

275858

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

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

Debtor(s) (Last Name First) and address(es)
New Era Communications
6273 Franconia Rd.
Alexandria, VA 22310

Secured Party(ies) and address(es)
Quintron Corporation
One Quintron Way
Quincy, IL 62301

RECORD FEE 11.00
POSTAGE .50
#253730 0777 R03 T08:54
12/28/88

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

All equipment supplied by Quintron described on Attachment A hereto and all accessories, parts and equipment now or hereafter affixed thereto and the proceeds thereof.

ASSIGNEE OF SECURED PARTY



2. Products of Collateral are also covered. Filing in multiple counties. Recordation tax paid to State.

Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC §9-105. Quintron Corporation by

By: *John D. Jacoby*
Signature of (Debtor) (Secured Party) 3

Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

(1) Filing Officer Copy - Alphabetical

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

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1-75

1150



ONE QUINTON WAY • QUINCY, ILLINOIS 62301
 TELEX 404330 (217) 223-3211 FAX (217) 223-3284

NEW ERA COMMUNICATIONS
 5273 FRANKONIA ROAD
 ALEXANDRIA, VA

SHIP TO:
 NEW ERA COMMUNICATIONS
 M/F: NE-05-20-Q
 5712 GENERAL WASHINGTON DR.
 SUITE H AND I
 ALEXANDRIA, VA

Attachment A
ORDER ENTRY \$000 **500** **SALES ORDER**

SALES ORDER NO. 12-636 RVSN 0 DATE 12/16/88 PAGE 1
 CUSTOMER ORDER NO. NE-WB-20-Q
 ORDER DATE 11/09/88 SALES CAT. P TAXABLE NO
 METHOD OF SHIPMENT NO AM VAN LINE 2 F.O.B. PTO. XXX

SA. 12
 TERMS NET 30

ITEM | PRODUCT NUMBER | DESCRIPTION | TAX | ESTIMATED SHIP DATE | QTY. ORDERED | NET UNIT PRICE | EXTENSION | DISCOUNT

ITEM	PRODUCT NUMBER	DESCRIPTION	TAX	ESTIMATED SHIP DATE	QTY. ORDERED	NET UNIT PRICE	EXTENSION	DISCOUNT
1	0177035	900MHZ ANLG/DIG TX 250 WATT FREQ. 931.3625 MHZ S.N.#23407		12/31/88				
2	100-0	DIGITAL TRANS CONTROL CHASSIS REV. 4.0 SOFTWARE		12/31/88				
3	DELAY-0000	AUDIO DELAY 80. 600-6000 USEG PASS THRU RECEIVER		12/31/88				
4	RLT040-0	FREQ. 75.54 MHZ		12/31/88				
5	721	72" INDOOR CABINET		12/31/88				
6	PLP-5	GAS TUBE LIGHTNING PROTECTOR		12/31/88				
7	PLP-1	GAS TUBE LIGHTNING PROTECTOR		12/31/88				

NO QLP INSURANCE

ALL APPLICABLE DISCOUNTS HAVE BEEN APPLIED. PRICES LISTED AS NET FOR LINE ITEMS AND EQUIPMENT TOTAL.

For Washington/Baltimore System

ACKNOWLEDGEMENT

SS

275859

<p>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</p>		<p>No. of Additional Sheets Presented:</p>	<p>3. Maturity Date (Optional):</p>
<p>1. Debtor(s) (Last Name First) and Address(es):</p> <p>MGR Enterprises, Inc. 116 Defense Highway Road Annapolis, Maryland 21401</p>	<p>2. Secured Party(ies) Name(s) And Address(es):</p> <p>Industrial Bank of Washington 4812 Georgia Ave., N.W. Washington, D.C. 20011</p>	<p>4. For Filing Officer: Date, Time, File No., Filing Office:</p> <p>RECORD FEE 11.00 POSTAGE .50 #253740 0777 R03 T08:54 12/29/88</p>	
<p>7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)</p> <p>All accounts receivable and contract rights; all chattel general intangibles and instruments, whether now owned or hereafter acquired; all interest of borrower in any goods or lease of which shall have given or shall give rise to any accounts receivables, contract rights, chattel paper or instrument; all inventory, machinery, equipment, leasehold improvements and all proceeds of the foregoing.</p> <p>NOT SUBJECT TO RECORDATION TAXES</p>		<p>5. Assignee(s) of Secured Party, Address(es):</p> <p>6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.</p> <p><input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.</p>	
<p><input checked="" type="checkbox"/> Proceeds-- <input type="checkbox"/> Products of the collateral are also covered.</p>			
<p>8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]</p> <p>By <u>Michael G. Roberts</u> MGR Enterprises, Inc. Debtor(s) [or Assignor(s)] President</p> <p>By <u>Richard Williams, Jr.</u> Industrial Bank of Washington Secured Party(ies) [or Assignee(s)] Vice President</p>			
<p>(1) Filing Officer Copy—Numerical</p>		<p>FINANCING STATEMENT Standard Form Approved by UCC 1</p>	

1150

275860

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

1. Debtor(s) (Last Name First) and address(es)
MR RAY J DION
MS. TINA L DION
37 WATERFORD RD
MILLERSVILLE, MD, 21108

2. Secured Party(ies) and address(es)
Environmental Water Control, Inc.
511-C Eastern Boulevard
Essex, Maryland 21221

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

RECORD FEE 12.00
#253770 CTTT R03 708:56
12/28/88



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

Installed, one United Standard complete water treatment system Model #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 37 WATERFORD RD MILLERSVILLE, MD, 21108
XX
XX
XX
XX

5. Assignee(s) of Secured Party and Address(es)
Security Pacific
Suite 126
901 Dulaney Valley Road
Towson, Maryland 21204

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 CO CRT HOUSE

By: [Signature] 20 Dec 88
RAY J DION
TINA L DION
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.
By: [Signature]
JOSEPH B ANTONELLI
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

BOOK 536 PAGE 87

275861

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

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

MR DENNIS E BRYANT
MS. VELMA M BRYANT
240 CANDLE LIGHT LANE
GLENBURNIE, MD, 21061

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

Environmental Water Control, Inc.
511-C Eastern Boulevard
Essex, Maryland 21221

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

RECORD FEE 12.00
#253780 0777 R03 T08:56
12/28/88

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

Installed, one United Standard complete water treatment system Model #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 240 CANDLE LIGHT LANE GLEN BURNIE, MD, 21061
XX
XX
XX
XX

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

Security Pacific
Suite 126
901 Dulaney Valley Road
Towson, Maryland 21204

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 CO COURT HOUSE

Dennis E Bryant
DENNIS E BRYANT
By: *Velma M Bryant*
VELMA M BRYANT (Signature(s) of Debtor(s))

ENVIRONMENTAL WATER CONTROL, INC.
By: *Joseph B. Antone*
JOSEPH B. ANTONI (Signature(s) of Secured Party(ies))

STANDARD FORM FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

275862

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):
St. Johnsbury Trucking Company, Inc.
119 Jeffrey AVen.
Holliston, MA 01746

2. Secured Party(ies) Name(s) and Address(es):
Fidelcor Services Inc.
255 Business Center Dr.
Suite 250
Horsham, PA 19044

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

RECORD FEE 21.00
#253790 DT77 R03 T08:57
12/28/88

5. This financing Statement covers the following types (or items) of property:
All Equipment on the attached Equipment List and all other Equipment as that term is defined in the applicable Uniform Commercial Code leased or to be leased under that Master Lease dated August 5, 1988 between Lessee and Lessor and all replacements, modifications, attachments, parts and substitutions, including any sublease now or hereafter existing and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement.

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



Products of the Collateral are also covered.

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The 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).

St. Johnsbury Trucking Company, Inc.

09531-00005

TOI
FIDELCOR SERVICES INC.

By *[Signature]* VP
Signature(s) of Debtor(s)

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

(1) FILING OFFICER COPY—NUMERICAL
EQ 18, 7-88

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

536 89

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 0005 to
 Master Lease Agreement Number 09531
 or
 Master Lease Finance Agreement Number n/a

Location of Equipment: 119 Jeffrey Avenue
Holliston, Middlesex County, MA 01746

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (if different from above, give address)	Lessor's Cost	
Navistar/ Int.	Navistar Int.	1955 Model Single Axle Local Trac.	1	1HSLRDBN9KH641727	BFV/003	\$ 28190	
			4	1HSLRDBN3KH641707 1HSLRDBN5KH641708 1HSLRDBN7KH641709 1HSLRDBN3KH641710	BOJ/004		
			1	1HSLRDBN0KH641728	BVT/006	\$112760	
			1	1HSLRDBN2KH641729	RUT/007	\$ 28190	
			1	1HSLRDBN9KH641730	WRJ/008	\$ 28190	
			5	1HSLRDBN5KH641711 1HSLRDBN7KH641712 1HSLRDBN9KH641713 1HSLRDBN0KH641714 1HSLRDBN2KH641715	NRD/012	\$140950	
			2	1HSLRDBN0KH641731 1HSLRDBN2KH641732	SYR/014		
			1	1HSLRDBNXXKH641722	MER/015		\$ 56380
			2	1HSLRDBN8KH641735 1HSLRDBNXXKH641736	GAR/017		\$ 28190
							\$ 56380

All of the above include all attachments and accessories.

TOTAL:

CONTINUE
NEXT PAGE

FIDELCOR SERVICES INC.

(Lessor)

By: [Signature]
(Signature)

LEASING OFFICER - ASSET MANAGER

(Title)

4-13-88

(Date)

St. Johnsbury Trucking Company, Inc.

(Lessee)

By: [Signature]
(Signature)

Vice President

(Title)

4-23-88

(Date)

BOOK 536 PAGE 90

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00005 to
Master Lease Agreement Number 09531
or
Master Lease Finance Agreement Number n/a

Location of Equipment: 119 Jeffrey Avenue
Holliston, Middlesex County, MA 01746

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (if different from above, give address)	Lessor's Cost
Navistar/ Int.	Navistar/ Int.	1955 Model Single Axle Local Trac.	3	1HSLRDBN4KH641716	SPG/019	\$ 84570
				1HSLRDBN6KH641717		
				1HSLRDBN8KH641718		
			4	1HSLRDBN1KH641723	PVD/021	\$112760
				1HSLRDBN3KH641724		
				1HSLRDBN5KH641725		
			6	1HSLRDBN7KH641726	CRS/022	\$169140
				1HSLRDBN5KH641739		
				1HSLRDBN1KH641740		
			3	1HSLRDBN3KH641741	MCH/024	\$ 84570
				1HSLRDBN5KH641742		
				1HSLRDBN7KH641743		
			2	1HSLRDBN9KH641744	WST/025	\$ 56380
				1HSLRDBN4KH641747		
				1HSLRDBN6KH641748		
				1HSLRDBN8KH641749	TOTAL:	CONTINUED NEXT PAGE
				1HSLRDBNXXKH641719		
				1HSLRDBN6KH641720		

All of the above include all attachments and accessories.

FIDELCOR SERVICES INC.
(Lessor)

By: [Signature]
(Signature)

LEASING OFFICER - ASSET MANAGER

(Title)

9-23-88
(Date)

(Date)

St. Johnsbury Trucking Company, Inc.
(Lessee)

By: [Signature]
(Signature)

Vice President
(Title)

(Title)

9-23-88
(Date)

(Date)

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 0005 10
 Master Lease Agreement Number 09531
 OR
 Master Lease Finance Agreement Number n/a

Location of Equipment: 119 Jeffrey Avenue
Holliston, Middlesex County, MA 01746

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location <small>(If different from above, give address)</small>	Lessor's Cost
Navistar/ Int.	Navistar/ Int.	1955 Model Single Axle Local Trac.	1	1HSLRDBN8KH641721	WST/025	\$ 28190
			2	1HSLRDBN1KH641737	ANY/027	
				1HSLRDBN3KH641738		\$ 56380
			1	1HSLRDBN4KH641750	ALE/034	\$ 28190
			2	1HSLRDBN6KH641751	WBS/035	
				1HSLRDBN8KH641752		\$ 56380
			1	1HSLRDBNXXKH641753	HBG/037	\$ 28190
			2	1HSLRDBNOKH641745	SPF/038	
				1HSLRDBN2KH641746		\$ 56380
			2	1HSLRDBN4KH641733	DPK/041	
				1HSLRDBN6KH641734		\$ 56380
			1	1HSLRDBN1KH641754	BDC/042	\$ 28190
			1	1HSLRDBN3KH641755	RIC/045	\$ 28190
			1	1HSLRDBN5KH641756	NFK/047	\$ 28190
			1	1HSLRDBN7KH641757	BLT/055	\$ 28190
			1	1HSLRDBN9KH641758	CIN/060	\$ 28190
			1	1HSLRDBNOKH641759	CLE/061	\$ 28190
			2	1HSLRDBN7KH641760	WIL/065	
	1HSLRDBN9KH641761		\$ 56380			
All of the above include all attachments and accessories.					TOTAL:	\$1550450

FIDELCOR SERVICES INC.
 (Lessor)

St. Johnsbury Trucking Company, Inc.
 (Lessee)

By: [Signature]
 (Signature)
LEASING OFFICER - ASSET MANAGER

 (Title)
9-23-98
 (Date)

By: [Signature]
 (Signature)
Vice President

 (Title)
9-23-98
 (Date)

St. Johnsburry Trucking Company, Inc. Terminal Listing and Codes

<p>ALE ALLENTOWN, PA Jct. Routes 22 and 512 Bethlehem, PA 18017 215-868-1133</p>	<p>CLE CLEVELAND, OH 4041 Jennings Road Cleveland, OH 44109 216-398-1888</p>	<p>NFK NORFOLK, VA 1424 Air Rd Avenue Virginia Beach, VA 23455 804-460-3390</p>	<p>STM STANHOPE, PO P.O. Box 96 Stanhope, PO, Can J093CO 819-849-2717</p>
<p>ALT ALTOONA, PA c/o Pebles Warehouse Rt. 764 Canon Station P.O. Box 109, 8th Ave & 29th St 814-943-5401</p>	<p>COL COLUMBUS, OH 831 Harmon Avenue Columbus, OH 43223 614-464-3312</p>	<p>BOS BOSTON (NORTH), MA 90 Concord Street North Boston, MA 01864 508-664-5587</p>	<p>STJ ST. JOHNSBURY, VT 78 Pomard Street St. Johnsbury, VT 05819 802-748-8131</p>
<p>ALB ALBANY, NY 417 Old Nickerson Road Latham, NY 12110 518-783-1195</p>	<p>CRS CARLSTADT, NJ 50 Moonachie Avenue Carlstadt, NJ 07072 201-460-8500</p>	<p>NWB NEWBURGH, NY Stone Castle Road Rock Tavern, NY 12575 914-564-3100</p>	<p>SYR SYRACUSE, NY 8990 Northern Blvd. E. Syracuse, NY 13057 315-437-4424</p>
<p>JES JESSUP, MD 8151 Mission Road Jessup, MD 20794 301-799-9090</p>	<p>DPK DEER PARK (L.I.), NY 240 Ship Lane Deer Park, NY 11768 516-667-7400</p>	<p>NYN NEW YORK, NY 54-90 47th Street Manhatten, L.I., NY 11378 718-366-0400</p>	<p>TOL TOLEDO, OH 8180 Benard Road Toledo, OH 43612 419-729-4801</p>
<p>BEA BEAVER FALLS, PA 422 Constitution Blvd. W. Bridgewater, PA 15009 412-847-3000</p>	<p>ELM ELMIRA, NY c/o Delmot Motor Express 166 Grand Central Ave. Elmira Heights, NY 14903 607-734-7392</p>	<p>PSB PLATTSBURGH, NY 228 Sheron Avenue Plattsburgh, NY 12901 518-563-8600</p>	<p>TOR TORONTO, ON 1008 The Queenway Toronto, ON, Canada M2T1V4 416-252-2618</p>
<p>BEN BENNINGTON, VT 319 N. Bennington Rd Bennington, VT 05201 802-442-8585</p>	<p>ERI ERIE, PA 1554 East 12th Street Erie, PA 16503 814-458-4223</p>	<p>PHI PHILADELPHIA, PA 1218 Sherman Avenue Pennsauken, NJ 08110 609-682-5181</p>	<p>UTI UTICA, NY Commercial Drive, Rt 5 Yorkville, NY 13495 315-738-0801</p>
<p>BEF BELLOWS FALLS, VT Westminster Road Bellows Falls, VT 05101 802-463-4588</p>	<p>GAR GARDINER, ME Brunswick Ave. at Amory Gardiner, ME 04245 207-582-4820</p>	<p>PIT PITTSBURGH, PA 2901 Freeport Rd. Pittsburgh, Pa. 15238 (412) 826-1700</p>	<p>WAY WAYNESBORO, VA 1722 Harding Avenue Waynesboro, VA 22900 703-943-5373</p>
<p>BGO BINGHAMTON, NY 1303 Ariens Highway Binghamton, NY 13901 607-723-5401</p>	<p>HAG HAGERSTOWN, MD Highway 163, Box 278 State Line, PA 17263 717-597-2127</p>	<p>POR PORTLAND, ME Libby Road Scarborough, ME 04074 207-883-5581</p>	<p>WBS WILKES-BARRE/SCRANTON, PA 330 Johnson Street Wilkes-Barre, PA 18702 717-825-8644</p>
<p>BGR BANGOR, ME 33 Perry Road Bangor, ME 04401 207-947-4510</p>	<p>HAM HAMILTON, ON 400 Gray's Road N. Room 202 Hamilton, ON, Canada L8E3J8 416-578-0671</p>	<p>PRS PRESQUE ISLE, ME Route 1 Presque Isle, ME 04768 207-764-3178</p>	<p>WHL WHEELING, W.VA. c/o Cook Motor Lines, Inc 2910 Market Street Wheeling, W. VA 26003 304-233-4004</p>
<p>BNH BERLIN, NH Gomam Road Gomam, NH 03581 603-752-5400</p>	<p>HGB HARRISBURG, PA 478 Terminal Road Camp Hill, PA 17011 717-761-7071</p>	<p>PVD PROVIDENCE, RI Rt. 116, Gas Washington Hwy Lincoln, RI 02866 401-333-6502</p>	<p>WIL WILMINGTON, DE Parkway Cross and New Churchmans Rd New Castle, DE 19720 302-328-5887</p>
<p>BOS BOSTON (SOUTH), MA 145 Lundquist Drive Braintree, MA 02184 617-848-7250</p>	<p>JTN JAMESTOWN, NY 861 S. West Street Falconer, NY 14733 716-866-3641</p>	<p>RIC RICHMOND, VA 1835 Commerce Road Richmond, VA 23224 804-233-3015</p>	<p>WRJ WHITE RIVER JUNCTION, VT 30 Maple Street White River Jct., VT 05601 802-295-3174</p>
<p>BPT BRIDGEPORT, CT 281 State Street Ext. Fairfield, CT 06430 203-384-0823</p>	<p>LEW LEWISTON, ME 438 Washington Street Auburn, ME 04210 207-784-5755</p>	<p>ROA ROANOKE, VA 1924 Plantation Rd. Roanoke, VA 24018 703-342-5238</p>	<p>WST WORCESTER, MA 628 Harvard Turnpike Shrewsbury, MA 01546 508-645-6511</p>
<p>BUF BUFFALO, NY 1384 Military Rd. Buffalo, NY 14217 716-877-8283</p>	<p>MCH MANCHESTER, NH 1081 S. Willow Street Manchester, NH 03103 603-625-8871</p>	<p>ROC ROCHESTER, NY 35 Transcon Drive Rochester, NY 14623 716-334-8280</p>	<p>WTN WATERTOWN, NY 646 Colleen Street Watertown, NY 13601 315-788-8785</p>
<p>BVT BURLINGTON, VT Pine Street Burlington, VT 05401 802-864-7431</p>	<p>MER MERIDEN, CT 1550 No. Colony Road Meriden, CT 06450 203-238-3123</p>	<p>RUT RUTLAND, VT Ransbury Street Rutland, VT 05701 802-773-2781</p>	<p>ZAN ZANESVILLE, OH c/o Putnam Transfer 1706 Monahan Avenue Zanesville, OH 43701 614-452-5405</p>
<p>CIN CINCINNATI, OH 11501 Montrose Road Cincinnati, OH 45241 513-772-2900</p>	<p>MTL MONTPELIER, VT Lower Main Street P.O. Box 603 802-223-5241</p>	<p>SPF SOUTH PLAINFIELD, NJ 447 Hollyhock Avenue S. Plainfield, NJ 07080 201-754-4930</p>	<p>GEN GENERAL OFFICES 38 Main Street St. Johnsbury, VT 05819 802-748-8131</p>
	<p>MON MONTREAL, PQ 100 Montee de L'Esper St. Laurent, PQ, Can M4T1N6 514-397-9346</p>	<p>SPG SPRINGFIELD, MA 1311 Union Street W. Springfield, MA 01109 413-785-5381</p>	<p>WLD Willard, OH 063 3981 Highway 103 S. (Lyon Rd.) Willard, Oh. 44890 (419) 933-2186</p>

ST. JOHNSBURY TRUCKING COMPANY, INC. 100 MAIN STREET, ST. JOHNSBURY, VT 05819

275863

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

No. of Additional Sheets Presented:

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

1. Debtor(s) (Last Name First) and Address(es):
St. Johnsbury Trucking Company, Inc.
119 Jeffrey Ave.
Holliston, MA 01746

2. Secured Party(ies) Name(s) and Address(es):
Fidelcor Services Inc.
255 Business Center Dr.
Suite 250
Horsham, PA 19044

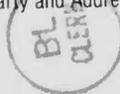
RECORD FEE 13.00
#253000 0777 R03 T08:58
12/28/88

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

All Equipment on the attached Equipment List and all other Equipment as that term is defined in the applicable Uniform Commercial Code leased or to be leased under that Master Lease dated August 5, 1988 between Lessee and Lessor and all replacements, modifications, attachments, parts and substitutions, including any sublease now or hereafter existing and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement.

Products of the Collateral are also covered.

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



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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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)
anne amundel

St. Johnsbury Trucking Company, Inc.

By

[Signature]

Signature(s) of Debtor(s)

By

[Signature]
09531-00007 TOL TRAC
FIDELCOR SERVICES INC.
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY—NUMERICAL

EQ 18, 7-88

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

13

BOOK 536 PAGE 94

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00007 to
Master Lease Agreement Number 09531
or
Master Lease Finance Agreement Number n/a

Location of Equipment: 119 Jeffrey Avenue
Holliston, Middlesex County, MA 01746

Table with columns: Supplier, Manufacturer, Model of Equipment, Number of Units, Serial Numbers, (See Attached) Location, Lessor's Cost. Includes details for 1955 Model Single Axle Local Trac. units and a total cost of \$479230.

All of the above include all attachments and accessories.

TOTAL: \$479230.

FIDELCOR SERVICES INC. (Lessor)

St. Johnsbury Trucking Company, Inc. (Lessor)

By: [Signature]

By: [Signature]

ASING OFFICER - ASSET MANAGER

Vice President

(Title)

(Title)

September 30, 1988

September 30, 1988

(Date)

(Date)

St. Johnsburgy Trucking Company, Inc. Terminal Listing and Codes

ALE 22	ALLENTOWN, PA Jct. Routes 22 and 512 Bethlehem, PA 18017 215-866-1133	CLE 51	CLEVELAND, OH 4041 Jennings Road Cleveland, OH 44109 216-398-1888	NFK 47	NORFOLK, VA 1424 Air Rd Avenue Virginia Beach, VA 23455 804-460-3390	STH 53	STANHOPE, PO P.O. Box 66 Stanhope, PO, Can JOB30 819-849-2717
ALT 23	ALTOONA, PA c/o Rabliss Warehouse Rt. 784 Canon Station P.O. Box 109, 8th Ave & 29th St 814-843-5401	COL 44	COLUMBUS, OH 831 Harmon Avenue Columbus, OH 43223 614-464-3312	NRD 72	BOSTON (NORTH), MA 90 Concord Street North Reading, MA 01864 508-664-5587	STJ 51	ST. JOHNSBURY, VT 76 Portland Street St. Johnsbury, VT 05819 802-746-8131
ANY 24	ALBANY, NY 417 Old Niskayuna Road Latham, NY 12110 518-783-1195	CRS 22	CARLSTADT, NJ 50 Moonachie Avenue Carlstadt, NJ 07072 201-460-8500	NWB 31	NEWBURGH, NY Stone Castle Road Rock Tavern, NY 12575 914-564-3100	SYR 54	SYRACUSE, NY 6990 Northern Blvd. E. Syracuse, NY 13057 315-437-4424
BDC 25	JESSUP, MD 8151 Mission Road Jessup, MD 20794 301-799-9090	DPK 21	DEER PARK (L.I.), NY 240 Ship Lane Bay Shore, NY 11706 516-667-7400	NYN 23	NEW YORK, NY 54-90 47th Street Manhattan, L.I., NY 11378 718-366-0400	TOL 52	TOLEDO, OH 6180 Benare Road Toledo, OH 43612 419-729-4601
BEA 26	BEAVER FALLS, PA 422 Constitution Blvd. W. Bridgewater, PA 15009 412-847-3000	ELM 36	ELMIRA, NY c/o Daimor Motor Express 168 Grand Central Ave. Elmira Heights, NY 14903 607-734-7392	PBN 28	PLATTSBURGH, NY 229 Sharron Avenue Plattsburgh, NY 12901 518-563-8500	TOR 52	TORONTO, ON 1008 The Queenway Toronto, ON, Canada M2Z1V4 416-252-2618
BEN 27	BENNINGTON, VT 319 N. Bennington Rd Bennington, VT 05201 802-442-8585	ERI 43	ERIE, PA 1554 East 12th Street Erie, PA 16503 814-456-4223	PHI 22	PHILADELPHIA, PA 1218 Sherman Avenue Pennsauken, NJ 08110 609-882-6181	UTI 30	UTICA, NY Commercial Drive, Rt. 5 Yorkville, NY 13495 315-738-0801
BFV 28	BELLOWS FALLS, VT Westminster Road Bellows Falls, VT 05101 802-463-4566	GAR 17	GARDINER, ME Brunswick Ave. at Andy Gardiner, ME 04243 207-582-4620	PIT 29	PITTSBURGH, PA 2901 Freeport Rd Pittsburgh, PA 15238 (412) 826-1700	WAY 52	WAYNESBORO, VA 1722 Harding Avenue Waynesboro, VA 22900 703-943-3373
BGO 29	BINGHAMTON, NY 1303 Aerial Highway Binghamton, NY 13901 607-723-5401	HAG 50	HAGERSTOWN, MD Highway 163, Box 278 State Line, PA 17263 717-597-2127	POR 15	PORTLAND, ME Libby Road Scarborough, ME 04074 207-883-5581	WBS 35	WILKES-BARRE/ SCRANTON, PA 350 Johnson Street Wilkes-Barre, PA 18702 717-825-8644
BGR 30	BANGOR, ME 33 Perry Road Bangor, ME 04401 207-947-4510	HAM 40	HAMILTON, ON 400 Gray's Road N., Room 202 Hamilton, ON, Canada L8E3J8 416-578-0671	PRS 40	PRESQUE ISLE, ME Route 1 Presque Isle, ME 04768 207-764-3178	WHL 51	WHEELING, W.VA. c/o Cook Motor Lines, Inc 2910 Market Street Wheeling, W.VA 26003 304-233-4004
BNH 31	BERLIN, NH Gomem Road Gomem, NH 03381 603-752-5400	HBB 37	HARRISBURG, PA 478 Terminal Road Came Hill, PA 17011 717-761-7071	PVO 21	PROVIDENCE, RI Rt. 116, Geo. Washington Hwy. Lincoln, RI 02865 401-333-6502	WIL 55	WILMINGTON, DE Parkway Circle and New Churchmans Rd New Castle, DE 19720 302-328-5887
BOS 34	BOSTON (SOUTH), MA 145 Lundquist Drive Braintree, MA 02184 617-848-7250	JTN 32	JAMESTOWN, NY 861 S. West Street Falconer, NY 14733 716-866-3841	RIC 45	RICHMOND, VA 1835 Commerce Road Richmond, VA 23224 804-233-3015	WRJ 38	WHITE RIVER JUNCTION, VT 30 Maple Street White River Jct., VT 06001 602-295-3174
BPT 36	BRIDGEPORT, CT 281 State Street Ext. Fairfield, CT 06430 203-384-0823	LEW 18	LEWISTON, ME 438 Washington Street Auburn, ME 04210 207-784-5755	ROA 28	ROANOKE, VA 1924 Plantation Rd. Roanoke, VA 24018 703-342-5238	WST 52	WORCESTER, MA 625 Hartford Turnpike Shrewsbury, MA 01546 508-845-6511
BUF 37	BUFFALO, NY 1394 Military Rd. Buffalo, NY 14217 716-877-8263	MCH 24	MANCHESTER, NH 1081 S. Willow Street Manchester, NH 03103 603-825-8971	ROC 28	ROCHESTER, NY 30 Transop Drive Rochester, NY 14623 716-334-5280	WTN 57	WATERTOWN, NY 648 Coffeen Street Watertown, NY 13601 315-788-8785
BVT 38	BURLINGTON, VT Pine Street Burlington, VT 05401 802-664-7431	MER 15	MERIDEN, CT 1550 No. Colony Road Meriden, CT 06450 203-238-3123	RUT 27	RUTLAND, VT Randbury Street Rutland, VT 05701 802-773-2781	ZAN 48	ZANESVILLE, OH c/o Putnam Transfer 1706 Mesahala Avenue Zanesville, OH 43701 614-452-5405
CIN 50	CINCINNATI, OH 11501 Mosteller Road Cincinnati, OH 45241 513-772-2900	MTL 35	MONTPELIER, VT Lower Main Street P.O. Box 803 802-223-5241	SPF 38	SOUTH PLAINFIELD, NJ 447 Hollywood Avenue S. Plainfield, NJ 07080 201-754-4930	GENERAL OFFICES 38 Main Street St. Johnsbury, VT 05819 802-746-8131	
		MON 53	MONTREAL, PQ 700 Montee de L'Esper St. Laurent, PQ, Can M4T1N6 514-397-9346	SPG 19	SPRINGFIELD, MA 1311 Union Street W. Springfield, MA 01099 413-785-5391	WLD Willard, OH 063 3981 Highway 105 S. (Lyon Rd.) Willard, Oh. 44890 (419) 933-2186	

ST. JOHNSBURY TRUCKING COMPANY, INC. 4-8-81

STATE OF MARYLAND

FORM 538 MAR 86

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275864

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

If transaction or transactions wholly or 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:

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVEY TITLE OR SECURITY AGREEMENT.

Name WILLIAM D. THOMPSON, INC. T/A B&G DISTRIBUTORS

Address 1301 Avalon Blvd., Shady Side, MD 20764

2. SECURED PARTY

Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Return TO

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

3. Maturity date of obligation (if any)

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

Various items of computer equipment as further described on the Equipment Schedule attached and made a part of the lease thereof.

Name and address of Assignee BANK OF OLD YORK ROAD Easton & York Roads Willow Grove, PA 19090

RECORD FEE 12.00 #253840 0777 R03 109:00 12/28/88

BL 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)

(Signature of Debtor)

Type or Print Above Name on Above Line

William D. Thompson, Inc. President WILLIAM D. THOMPSON, INC. T/A B&G DISTRIBUTORS

Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FORM 536 97

FINANCING STATEMENT FORM UCC-1

Identifying File # 275865

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

If transaction or transactions wholly or 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 MACMILLAN BLOEDEL CONTAINERS

Address 8140 TELEGRAPH ROAD, ODENTON, MD 21113

2. SECURED PARTY

Name TOSHIBA MASTER LEASE, LIMITED PARTNERSHIP

Address ONE PRESIDENTIAL BLVD., BALA CYNWYD, PA 19004

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

3. Maturity date of obligation (if any) _____

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

1 BD-9110 COPIER
1 MG 8 25 BIN SORTER
AS MORE CLEARLY DEFINED IN LEASE #18886808.
DATED 11/9/88. THIS IS A LEASE AND FILED FOR
INFORMATIONAL PURPOSES ONLY.

Name and address of Assignee

RECORD FEE 13.00
TOTAL 13.00
#253850 C777 R03 109:01
12/28/88
POSTAGE .50
#253850 C777 R03 109:01
12/28/88

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)
ERIC E. JONES MACMILLAN BLOEDEL CONTAINERS
Type or Print Above Name on Above Line

BY
Paulette Dowdie ATTORNEY IN FACT

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

(Signature of Secured Party)
PAULETTE DOWDIE TOSHIBA MASTER LEASE, LTD. PART.
Type or Print Above Signature on Above Line

13.50

18886808
LEASE AGREEMENT

Full Legal Name MacMillian Bloedel Containers DBA Name (If Any) _____
Billing Address MacMillian Blodel, Inc. Phone (301) 569-6300 Nov. 1
8140 Telegraph Road 551-6300
City Odenton County Anne Arundel State MD Zip 21113 Send Invoice to Attention of Eric Jones

EQUIPMENT INFORMATION

Equipment Location (If not same as above) Same
City _____ County _____ State _____ Zip _____

QUANTITY	MODEL NO	EQUIPMENT DESCRIPTION (Attach Schedule if Necessary)
<u>1</u>	<u>BD-9110</u>	<u>Copier</u>
<u>1</u>	<u>MG 8</u>	<u>25 Bin Sorter</u>

NUMBER & AMOUNT OF LEASE PAYMENTS

NUMBER OF LEASE PAYMENTS	LEASE PAYMENT	SALES TAX	TOTAL LEASE PAYMENT
<u>60</u>	<u>355.89</u>	<u>17.99</u>	<u>373.68</u>

Terms of Lease in Months 60 Lessee Tax No _____
Payment Frequency Monthly Quarterly Semi-Annual Other _____

TERMS AND CONDITIONS OF LEASE AGREEMENT

Lessee acknowledges that Toshiba America, Inc., its affiliates or successors and assigns, and any other limited partner are limited partners of the Lessor, Toshiba Master Lease, Limited Partnership, and waives any rights to claim against Toshiba America, Inc. or any other limited partner as a general partner of the Lessor.

1. LEASE. The Lessor leases to Lessee, and the Lessee leases from Lessor, the Equipment described above (and on any attached schedule) including all replacement parts, repairs, additions and accessories (called "Equipment") on the terms and conditions on the face and reverse side of this Lease (and on any attached schedule).
The amount of each Lease Payment is based on the supplier's best estimate of the cost of the Equipment including (if applicable) installation and other related costs and the estimated sales or use tax. The Lease Payments will be adjusted proportionately upward or downward if the actual total cost of the Equipment or the sales or use tax is more or less than the estimate and, in that event, Lessee authorizes Lessor to adjust the Lease Payments by up to fifteen percent (15%). If Lessee has not accepted the Equipment within thirty (30) days of the date Lessee signed the Lease, Lessee authorizes Lessor to increase the Lease Payments to increase the implicit rate of the Lease Payments in an amount equal to any increase in the rate of two-year Treasury Notes from the date Lessee signed the Lease to the date Lessee accepts the Equipment.

2. TERM AND RENT. The Lease goes into effect and the term of the Lease begins when it is signed and accepted by Lessor and continues until all obligations of the Lessee have been met ("Lease Commencement Date"). Any initial Lease Payments, and any security deposit, are not refundable if Lessee fails to meet any of the terms, covenants and conditions of the Lease. The first Lease Payment will be applied on the date the Lease is accepted by Lessor or any later date designated by Lessor. The second Lease Payment is due on the date designated in writing by Lessor with subsequent payments due on the same day of each following month (or other time period as designated above) until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Lessee under this Lease shall have been paid in full. Lessee's obligation to pay such Lease Payments is absolute and unconditional and is not subject to cancellation, reduction, set-off, defense or counterclaim. All payments shall be made to Lessor at its address shown above or such other place as Lessor, in writing directs.

3. DELIVERY AND ACCEPTANCE. Delivery and installation arrangements and costs (unless included in the cost of the Equipment to Lessor and upon which the Lease Payments were computed) are the sole responsibility of Lessee. Lessee agrees to accept the Equipment when delivered and to sign the Equipment Acceptance and Purchase Authorization supplied by Lessor. Lessee agrees to assume the risk of any damages if the supplier fails to deliver or delays in the delivery of the Equipment, or if the Equipment is unsatisfactory for any reason. Lessee's signing the Equipment Acceptance and Purchase Authorization confirms that the Equipment is acceptable to Lessee.

If Lessee cancels or terminates this Lease before the Equipment is delivered or if Lessee fails or refuses to sign the Equipment Acceptance and Purchase Authorization within five (5) business days after the Equipment is delivered, Lessor may cancel the Lease and Lessee shall assume Lessor's rights and obligations to purchase the Equipment. Lessor may presume that the Equipment is in good operating order and accepted by Lessee unless Lessee gives Lessor written notice to the contrary within five (5) business days after the delivery date and if Lessee does not notify the Lessor, Lessor may purchase the Equipment and the Lease term begins on the delivery date.

4. SELECTION OF EQUIPMENT; DISCLAIMER OF WARRANTY. Lessee has selected both the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Lessee's request. LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY CONCERNING THE EQUIPMENT OR ITS USE. LESSEE AGREES THAT THE EQUIPMENT IS LEASED "AS-IS" AND IS AS SPECIFIED BY LESSEE, THAT IT IS SUITABLE FOR LESSEE'S PURPOSE, AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY ABOUT THE SUITABILITY OR DURABILITY OF THE EQUIPMENT FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. If the Equipment is not properly installed, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim only against the supplier and/or manufacturer and

SHADED BLOCK FOR OFFICE USE ONLY
Lease Commencement Date 11/9/88 Lease Number 18886808

THIS LEASE IS NOT INTENDED FOR HOME OR PERSONAL USE

FIRST PAYMENT AMOUNT

SECURITY DEPOSIT	+	FIRST PERIOD PAYMENT	+	OTHER	=	TOTAL PAYMENT ENCLOSED*
\$		\$ 373.68		\$		\$ 1121.05

* Make check payable to Toshiba Master Lease, Ltd. **3 Advance Payments**

LESSEE SIGNATURE

THE LESSEE AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN BOTH SIDES OF THIS LEASE, AND IN ANY ATTACHMENTS TO SAME (ALL OF WHICH ARE INCORPORATED BY REFERENCE) AND BECOME PART OF THIS LEASE. THE LESSEE ALSO ACKNOWLEDGES TO HAVE READ AND AGREED TO ALL THE TERMS AND CONDITIONS, AND UNDERSTANDS THAT THIS IS A NON-CANCELLABLE LEASE FOR THE FULL TERM SHOWN ABOVE.

Signature X _____ Date _____
(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

Print Name Eric E. Jones Title Controller
For MacMillian Blodel Containers Legal Name of Corporation or Partnership
LEASE SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNTIL AND UNLESS LESSOR EXECUTES THE LEASE

LEASE GUARANTY

TO INDUCE LESSOR TO ENTER INTO THE WITHIN LEASE, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO LESSOR THE PROMPT PAYMENT WHEN DUE OF ALL OF LESSEE'S OBLIGATIONS TO LESSOR UNDER THE LEASE. LESSOR SHALL NOT BE REQUIRED TO PROCEED AGAINST LESSEE OR THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMANDS OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATIONS GRANTED TO LESSEE AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF LESSEE OR ANY OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELINQUISHING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OR SUCCESSOR OF LESSOR.

Signature X _____
Print Name _____
Home Address _____
City _____ State _____ Zip _____
Soc. Sec. No. _____ Date _____ Phone () _____

Signature X _____
Print Name _____
Home Address _____
City _____ State _____ Zip _____
Soc. Sec. No. _____ Date _____ Phone () _____

EQUIPMENT ACCEPTANCE & PURCHASE AUTHORIZATION

ON BEHALF OF LESSEE, I HEREBY CERTIFY THAT ALL OF THE EQUIPMENT REFERRED TO IN THE ABOVE LEASE HAS BEEN DELIVERED TO AND HAS BEEN RECEIVED BY THE LESSEE, THAT THE INSTALLATION OR OTHER WORK NECESSARY PRIOR TO THE USE THEREOF HAS BEEN COMPLETED, THAT THE EQUIPMENT HAS BEEN EXAMINED BY THE LESSEE AND IS IN GOOD OPERATING ORDER AND CONDITION AND IS, IN ALL RESPECTS, SATISFACTORY TO THE LESSEE, AND THAT THE EQUIPMENT IS ACCEPTED BY THE LESSEE FOR ALL PURPOSES UNDER THE LEASE. ACCORDINGLY, I AUTHORIZE LESSOR TO PURCHASE THE EQUIPMENT.

Signature X _____
Print Name Eric E. Jones Title Controller
For MacMillian Blodel Containers Legal Name of Corporation or Partnership

ACCEPTED BY LESSOR
Signature X _____ Title Mgr Date 11-9-88
For Toshiba Master Lease, Limited Partnership Legal Name of Corporation or Partnership

waives any such claim against Lessor and shall, nevertheless, pay Lessor all Lease Payments under this Lease. So long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other representation respecting any item of Equipment.

LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THEM IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE, OR MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. Lessor makes no warranty as to the treatment of this Lease, for tax or accounting purposes.

5. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** The Lessor holds title to the Equipment, and title shall not pass to Lessee. Lessee has the right to maintain possession and use the Equipment for the full lease term provided Lessee complies with the terms and conditions of this Lease. The Equipment is deemed personal property even though the Equipment may become attached to any real estate. Lessee agrees not to assign or permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent. If requested by Lessor, Lessee will obtain and deliver to Lessor waivers of interest or liens, satisfactory to Lessor, from all persons claiming any interest in the real estate on which any item of Equipment is located. Lessor shall have the right to enter upon the premises where the Equipment is located to confirm the existence, condition and proper maintenance of the Equipment.

6. **USE, MAINTENANCE AND REPAIR.** Lessee, at its own cost and expense, is required to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and shall supply all parts, and servicing required. All replacement parts used or installed and repairs made to the Equipment become the property of the Lessor. Lessee may, with the Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or utility of the Equipment, or cause the loss of any warranty or any certification necessary for the maintenance of the Equipment, and must be easily removable without causing damage to the Equipment. Before return of the Equipment, Lessee shall remove such modifications and restore the Equipment to its original condition, and, if not so removed, title to the modifications shall automatically pass to Lessor.

7. **ASSIGNMENT, LESSEE AGREES NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.** Lessor may at its option assign its rights and interests under this Lease. Lessee agrees that Lessor's assignee will have the same rights and remedies that Lessor now has and the rights of Lessor's assignee will not be subject to claims, defenses or set-offs that Lessee may have against Lessor. Lessee will pay Lessor's assignee regardless of any claims against Lessor and will separately pursue its claims against Lessor.

8. **RETURN OF EQUIPMENT.** At the end of the lease term or upon demand of Lessor, if the Lease is in default, Lessee at its own risk and expense, will immediately crate, insure and return the Equipment to Lessor in the same condition as when delivered, except for ordinary wear and tear, to a location designated by Lessor. If the Equipment is not returned to Lessor at the end of this Lease, the Lease will renew from month to month and Lessee agrees to continue to make Lease Payments at the last effective rate under the Lease. Either party shall have the right to terminate the renewed Lease upon thirty (30) days written notice to the other party, at which time, Lessee will return the Equipment to Lessor. If a default exists, return of the Equipment shall not relieve Lessee from continued liability under the Lease.

9. **LOSS OR DAMAGE.** Lessee assumes the entire risk of loss or destruction of, or damage to the Equipment from any and every cause whatever, whether or not insured, until the Equipment is returned to Lessor. No such loss or damage relieves Lessee from any obligation under this Lease. In the event of damage to, or loss or destruction of the Equipment, Lessee shall promptly notify Lessor in writing of such fact and shall, at the option of Lessor, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement equipment to Lessor, such equipment shall be subject to this Lease and be deemed the Equipment, or (c) pay to Lessor the present value of the total of all unpaid Lease Payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled lease term, all discounted at six percent (6%) per year whereupon this Lease shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of the obligations of Lessee.

10. **INSURANCE.** Lessee shall obtain, maintain and keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment without deductible and without co-insurance. Lessee shall also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. Lessor shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. Lessee is required to pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to Lessor. Each policy shall provide that the insurance cannot be cancelled without thirty (30) days prior written notice to Lessor. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and sign all documents, checks or drafts received in payment for loss or damage under any such insurance policy. Unless Lessee is in default, Lessee may with the prior written approval of Lessor, settle and adjust all such claims. Lessee agrees if Lessee fails to procure, maintain, and pay for such insurance, Lessor has the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Lessee. In the event Lessor does obtain such insurance, Lessee agrees to pay all costs thereof.

11. **INDEMNITY.** Lessee agrees to assume the risk of liability arising from the possession or use of the Equipment. The Lessee further agrees to defend and hold Lessor harmless from all claims and liabilities arising from the possession or use of the Equipment and to indemnify and hold Lessor harmless from and against any loss or damage arising from the loss, disallowance or recapture of any tax benefits anticipated to be realized by Lessor from the ownership of the Equipment. The obligations contained in this paragraph continue beyond the termination of this Lease if the liability occurred during the term of the Lease.

12. **DEFAULT.** Lessee is in default of this Lease on any of the following events:
 a. Lessee fails to pay any Lease Payment or other sum when due.
 b. Lessee breaches any of its warranties or other obligations under this Lease, or any other agreement with Lessor, or
 c. Lessee or guarantor dies or (if a business entity) liquidates or dissolves itself or is liquidated or terminated, makes an assignment for the benefit of creditors or appoints a trustee or receiver.

13. **REMEDIES.** The following remedies are available to Lessor in the event a default should occur:

a. Provide written notice to Lessee of the default, declare the entire balance of the unpaid Lease Payments for the full lease term immediately due and payable, sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease or any other Leases plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term; however, all accelerated Lease Payments and the estimated fair market value of the Equipment shall be discounted to the date of the default at six percent (6%) per year, but only to the extent permitted by law.

b. Charge Lessee interest on all monies due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law, and

c. Require that the Lessee return the Equipment to Lessor, and in the event Lessee fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment free from all claims by Lessee and without liability for trespass or any damages. Such return or repossession of the Equipment shall not constitute a termination of this Lease unless Lessor expressly notifies Lessee in writing. In the event the Equipment is returned or repossessed by the Lessor and unless the Lessor has terminated this Lease, Lessor will sell or re-lease the Equipment, to such persons and upon such terms as Lessor may determine, at one or more public or private sales and with or without notice to Lessee, and apply the net proceeds, deducting the costs and expenses of such sale or re-lease, to Lessee's obligations with Lessee remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such sale shall be discounted to the date of the rental agreement at six percent (6%) per year.

Lessee is also liable for and is required to pay to Lessor (i) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) Lessor's reasonable attorney's fees. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and therefore agree that the provisions of Section 13 represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

Whenever any Lease Payment is not made by Lessee when due, Lessee agrees to pay to Lessor, within one month, an amount calculated at the rate of five cents per one dollar for each such delayed payment as compensation for Lessor's internal operating expenses arising as a result of such delayed payment, but only to the extent permitted by law. Such amount is payable in addition to all amounts payable by Lessee as a result of the exercise of any other remedies.

All remedies of Lessor are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy will indicate a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default.

14. **TAXES.** Lessee agrees to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by Lessor. Lessee is not responsible for any taxes based upon income or receipts of Lessor. Lessee further agrees that if Lessor pays any taxes or charges on its behalf, Lessee shall reimburse Lessor for all such payments (and interest thereon at the highest legal rate allowed from the date due until paid) with the next Lease Payment, plus reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The provisions of Section 13 shall continue beyond the end of this Lease.

15. **UCC FILINGS AND FINANCIAL STATEMENTS.** Lessee authorizes Lessor to file a financing statement with respect to the Equipment signed only by the Lessor where permitted by the Uniform Commercial Code. Lessee appoints Lessor as Lessee's attorney-in-fact to sign such financing statement on Lessee's behalf. It is the intent of the parties that this is a true lease, and the filing of a financing statement under the Uniform Commercial Code not be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the Equipment. If this Lease is deemed at any time to be one intended as security then Lessee grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment. Lessee warrants to Lessor that all financial statements furnished and to be furnished have been and will be prepared in accordance with generally accepted accounting principles and are an accurate reflection of Lessee's financial condition.

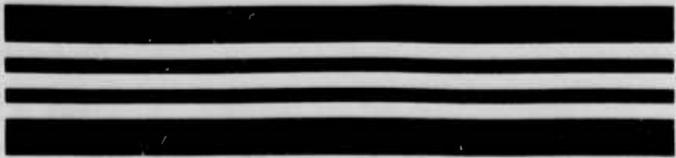
16. **SECURITY DEPOSIT.** Lessor retains any required security deposit as security for the performance by Lessee of its obligations and Lessee grants to Lessor a security interest in the cash comprising the security deposit. Any security deposit is non-interest-bearing. Lessor may apply any security deposit to cure any default by Lessee, in which event Lessee will promptly restore any amount so applied. If Lessee is not in default, any security deposit will be returned to Lessee at the termination of this Lease.

17. **WARRANTY OF BUSINESS PURPOSE.** Lessee hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

18. **NOTICE.** Written notices will be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.

19. **CHOICE OF LAW.** This Lease has been made in Bala Cynwyd, Pennsylvania and except for local filing requirements, is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Lessee consents to and agrees that personal jurisdiction over Lessee and subject matter jurisdiction over the Equipment shall be with the courts of the Commonwealth of Pennsylvania, or the Federal District Court for the Eastern District of Pennsylvania, solely at Lessor's option, with respect to any provision of this Lease. Lessee also agrees to waive its right to a trial by jury.

20. **ENTIRE AGREEMENT; NON-WAIVER; SEVERABILITY.** This Lease contains the entire agreement and understanding between Lessee and Lessor. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Time is of the essence in this Lease. No waiver by Lessor of any breach or default constitutes a waiver of any additional or subsequent breach or default by Lessor nor is it a waiver of any of Lessor's rights. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 536 PAGE 100

275866

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Engineered Construction Systems, Inc.
9901 Marquette Drive
Bethesda, Maryland 20814

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

The Red Oak State Bank
P.O. Box 145
Red Oak, Texas 75154

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

- USED:
- 8 - half tunnel elements 7.87' x 4';
 - 25 - half tunnel elements 7.87' x 6';
 - 7 - half tunnel elements 7.87' x 5';
 - 25 - filler elements 7.87' x 2';
 - 8 - filler elements 7.87' x 3';
 - 2 tables 4 elements 31.6" x 4';
 - 8 - endwall elements 7.87' x 8'9½";

 - 1 - filler element 7'10½" x 1';
 - 1 concrete cross mold;
 - 1 concrete tee mold;
 - 100 tapered ties

RECORD FEE 11.00
POSTAGE .50
#253920 0717 R03 10:07
12/28/85



Located 6600 block of Governor Ritchie Highway, Blen Burnie, MD

Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Engineered Construction Systems, Inc. Use whichever signature line is applicable

The Red Oak State Bank

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—Form UCC-1 Bankers Systems, Inc., St. Cloud, MN 56301 R-80187

Rev. 8-1-87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

(1) FILING OFFICER COPY

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275867

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

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

This financing statement Dated 12-21-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jerman, Ray Jr. dba Jerman's IGA
Address Rt. 175, Cambrills, Md. 21054

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) 5801-2 Saw
One (1) 1870-1 Scale

CONDITIONAL SALES CONTRACT

Annapolis # 181119

RECORD FEE 12.00
#254010 C777 R03 109:11
12/29/88



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)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

Jerman, Ray Jr, dba Jerman's IGA
Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

HOBART CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Exempt from Recordation Tax

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

536 102
Identifying File No. 275868

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 81,500.00

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

The amount of the tax paid is \$268.95 PAID AT SDAT
This financing statement Dated December 16, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & E Merchandising Corp. a Michigan corporation
Address 8275 Patuxent Range Drive Jessup, MD 20794

2. SECURED PARTY

Name Bank One, Columbus, NA
Address 100 E. Broad Street
Columbus, Ohio 43215

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

3. Maturity date of obligation (if any) Upon demand

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

All assets of Debtor, now or hereafter acquired, including proceeds and products thereof, including, but not by way of limitation, the property described on the attached Description of Property.

RECORD FEE 11.00
POSTAGE .50
#254070 5/17 803 109:14
BL CLERK 12/23/88

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)

B & E Merchandising Corp.
Raymo Dallavecchia
(Signature of Debtor)

By: Raymo Dallavecchia, President
Type or Print Above Name on Above Line

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

Bank One, Columbus, NA
Gregory Tamborello
(Signature of Secured Party)

By: Gregory Tamborello, Vice President
Type or Print Above Signature on Above Line

15 50

DESCRIPTION OF PROPERTY

This financing statement covers the following types (or items) now owned or hereafter acquired by Debtor and/or any interest of Debtor therein, now owned or hereafter acquired, wherever the same be situated: (i) Accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, notes, drafts, acceptances, tax refunds, judgments and any other form of obligation requiring the payment of money to Debtor and any claim by Debtor for any of the foregoing; (ii) Inventory, goods, merchandise, products, commodities, raw materials, goods and work in process, finished goods and supplies; (iii) Equipment, including all machinery, furniture, fixtures, trade fixtures, leasehold improvements, furnishings, and titled vehicles; (iv) the specific property described below, if any; (v) all accessions, parts, attachments, and accessories used or intended for use in connection with any of the foregoing; (vi) proceeds, products, proceeds of hazard insurance and eminent domain proceedings, and condemnation awards of all of the foregoing; and (vii) all repossessions, returns and records of any of the foregoing.

FINANCING STATEMENT

File No

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

1 DEBTOR(S) and Address(es) Plastech Services, Inc. 7453 Shipley Avenue Hanover, MD 21076	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: James A. Ramus Assistant Vice President Return to Secured Party
---	--

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

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

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

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

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

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

E. Other. All furniture and fixtures now owned or hereafter acquired by Debtor and all proceeds and products thereof in any form whatsoever.

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

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

Principal amount of debt initially incurred is: \$ 75,000.00

Amount of debt subject to tax: \$ 62,500.00

RECORD FEE 11.00

ISSUANCE .50

RECORDED 77 R03 109:16

12/29/88



DEBTOR:

Plastech Services, Inc.

By: Robert J. Lefebvre, President

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: James A. Ramus AVP
James A. Ramus, Assistant Vice President

By: _____
12/9 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. ~~xxxxxx~~

TO BE RECORDED IN THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

RECORDATION TAXES IN THE AMOUNT OF \$ 437.50 HAVE BEEN PAID TO ANNE ARUNDEL COUNT

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File # ~~275870~~

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

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

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

This financing statement Dated 12/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&C Land Clearing Company, Inc.
Address Box 66 Lokus Rd. Odenton, MD 21113

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

- (1) Caterpillar Model 225B Hyd Excavator
- (2) Grapple attachments MODEL HDR 120 WB

RECORD FEE 11.00
POSTAGE .50
#254450 0777 R03 109437
12/29/88



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)

Wayne Beak (Pres)
(Signature of Debtor)

B&C Land Clearing Company, 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)

Sequa Financial Corporation
Type or Print Above Signature on Above Line

1150

A.A.Co.

MARYLAND FINANCING STATEMENT

BOOK 536 PAGE 106

UCC-1
275871

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on _____
Principal Amount of \$ 344,073 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: Braswell Precision, Inc.
(Name or Names)
7513 Connelley Drive, Suite D, Hanover, Maryland 21076
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 17063, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: _____
(Name or Names)

(Address)

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

- 1- Maturra 600 V Machining Center S/N 880808925 and Tooling.
- 1- Maturra 500 V Machining Center S/N 85044870 and Tooling.
- 1- Maturra 500 V Twin Head Machining Center S/N 85044807 and Tooling.
- 1- Fadal VMC 6030 Vertical Machining Center with BT 40 Spindle Taper and Tooling S/N 8802204

11.00
 2,411.50
 .50
 2,423.00

RECORD FEE 11.00
 RECORD TAX 2411.50
 POSTAGE .50
 #256350 0040 R04 T10439
 12/28/88



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):
Braswell Precision, Inc.
 By: James K. Braswell PRESIDENT
(Title)
James K. Braswell, President
(Type or print name of person signing)

SECURED PARTY:
Signet Bank/Maryland
 By: Gary W. Thomas
Gary W. Thomas, Vice President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Signet Bank/Md.
P.O. Box 17063 Balto. Md. 21203

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First) Braswell Precision, Inc. 7513 Connelley Drive Suite D Hanover, Maryland 21076	2. SECURED PARTY and Address Signet Bank/Maryland P.O. Box 17063 Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 268836 Date 7-30-87, 1987
 Record Reference book 515 page 218

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

This Amendment covers refinancing in the amount of \$525,000 of an original loan dated July 10, 1987 in the amount of \$44,000.

Not subjected to recordation tax.

RECORD FEE 10.00
 POSTAGE .50
 #256370 0040 R04 T11003
 12/28/88

10.50



Dated this 1ST day of DECEMBER, 1988

DEBTOR:	SECURED PARTY:
<u>Braswell Precision, Inc.</u>	<u>Signet Bank/Maryland</u>
By: <u>James K. Braswell PRES.</u> (Title)	By: <u>Gary W. Thomas VP</u> (Title)
<u>JAMES K. BRASWELL, Pres.</u>	<u>GARY W. THOMAS</u>

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First) Braswell Precision, Inc. 7513 Connelley Drive Suite D Hanover, Maryland 21076	2. SECURED PARTY and Address Union Trust Co. of Maryland n/k/a Signet Bank/Maryland P.O. Box 17063 Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 265798 Date 2-3-87, 1987
 Record Reference book 507 page 328

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

This Amendment covers refinancing in the amount of \$525,000 of an original loan dated December 1, 1986 in the amount of \$70,000.

Not subjected to recordation tax.

10.00
50

RECORD FEE 10.00
 POSTAGE .50
 #256380 0040 R04 T11:03
 12/28/88



Dated this 1ST day of DECEMBER, 1988

DEBTOR:

SECURED PARTY:

Braswell Precision, Inc.

Union Trust Co. of Md. n/k/a Signet Bank/Md

By: James Braswell Pres.
 (Title)
JAMES W. BRASWELL, Pres.

By: Gary W Thomas VP
 (Title)
GARY W THOMAS

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First) Braswell Precision, Inc. 7513 Connelley Drive Suite D Hanover, Maryland 21122	2. SECURED PARTY and Address Union Trust Co. of Maryland n/k/a Signet Bank/Maryland P.O. Box 17063 Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 257929 Date 8-13-85, 1985
 Record Reference liber 488 page 250-251

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

This loan covers refinancing in the amount of \$525,000 of an original loan dated July 1, 1985 in the amount of \$250,000.

Not subjected to recordation tax.

RECORD FEE 10.00
 POSTAGE .50
 #256390 CO40 R04 T11#04
 12/28/88

1650



Dated this 1ST day of DECEMBER, 1988

DEBTOR:

Braswell Precision, Inc.

By: *James Braswell Pres.*
 (Title)
SAMUEL K. BRASWELL, Pres.

SECURED PARTY:

Union Trust Co. of Md. n/k/a Signet Bank/Md.

By: *Gary W. Thomas VP*
 (Title)
GARY W. THOMAS

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
#256420 0040 R04 T11+07
12/20/08

- 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)
 IDT Financial, Inc. 410 Severn Avenue, Suite 409
 Annapolis, Maryland 21403

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Linda Perry 100 S. Charles Street
(Type name & title) Baltimore, Maryland 21201
 Loan Documentation Asst.

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 IDT Financial, Inc.
 _____ (Seal) By: [Signature] (Seal)
 Tranquilla Clifford, President
 _____ (Seal) By: [Signature] (Seal)
 Dayton O. Trubee, III, Vice President

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

11.50

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

275873

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 \$ 598,714.00 *. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 John W. Ritter Trucking, Inc. 8271 Brockbridge Road
 Laurel, Maryland 21701

RECORD FEE 11.00
 RECORD TAX 446.00
 POSTAGE .50
 #256430 0040 R04 T11413
 12/20/88

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.

11.00
 446.00
 .50
 459.50

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 John W. Ritter Trucking, Inc.
 BY: Edmond Ritter (Seal) _____ (Seal)
 Edmond Ritter, 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.

Form 609 (7/82)

*Recordation Taxes are being paid on the principal amount of \$64,000.00 which represents specific equipment, remaining debt represents motor vehicles financing which is being perfected through the Motor Vehicle Administration

EQUITABLE BANK, N.A.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 536 PAGE 112

This Schedule A is attached to and made a part of a financing statement by and between John W Ritter Trucking, Inc. (the "Debtor") and Equitable Bank, National Association (the "Secured Party").

SECTION F CONTINUED

Rockwell Tripmaster Recording System:

ON BOARD EQUIPMENT

30 Tripmaster Trip Recorders (171)
30 Keypads
30 Installation Kits (001 or 051)

OFF BOARD EQUIPMENT

1 Direct Extract Module
1 30' Extraction Cable
1 200' Data Cable
1 Communications Link w/cable
Tripfax IV Software
Training- Software and Hardware

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

Butler Leasing Company

BOOK 536 PAGE 113

FINANCING STATEMENT (FORM UCC-1)

275874

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):

E. J. B. Enterprises, Inc.
t/a Persimmon Cafe
2664 Riva Road, Heritage Office Center
Annapolis, Md. 21401

LESSOR (SECURED PARTY):

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

ASSIGNEE OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

See Attached Equipment Schedule

RECORD FEE 12.00
POSTAGE .50
#256440 0040 004 111-16
12/28/88



PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: same

LESSEE (DEBTOR):

E. J. B. Enterprises, Inc.
t/a Persimmon Cafe

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY

BY: Emidio F. Bucci

EMIDIO F. BUCCI 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

12-50

Butter Leasing Company

BOOK 535 PAGE 114

SCHEDULE EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Walk-in Combo - Harford
2	S4-74-2430 Epoxy Shelving
1	S4-74-1830 Epoxy Shelving
4	S4-74-2142 Epoxy Shelving
1	KM-631-DSU Hoshizaki w/bin
1	1448 w/WB145 Overshelfs
1	Eagle Work Table T3060B
1	Deli Case VSC-7 McGray
1	Veg. Steamer - Steam Craft CET-8
1	Univex Automatic Slicer 8512
1	Steam Table Skirted w/Sneeze Guard and Undershelf
1	Salad/Dessert Case Skirted w/Double Sneeze Guard and Undershelf
2	Beverage Air 2 Door Reachin-Sliding Doors MT45
1	Tray for Sides
1	Beverage Counter w/Spill Tray, Sliding Doors
36	P Chairs Natural w/Grade 3 Dark Green
7	Barstools 618 P
10	Table Tops 24x24 125-P
4	Table Tops 24x42 125-P
1	Bakers Aid- Mini Combo Profer Oven
1	Bakery Display (Schmidt) Counter Top DC24A 24"
1	Eagle Hot Food Well
1	Eagle Work Table T30 48 B
1	Eagle Comp, Veg, Sink, Left Drain Board 41216118
4	Eagle Overshelfs 1848 w/wb 18-S
1	Three Compartment Sink, 2 Eagle Work Tables
10	Bases #3103-2222, 4 Bases #3104-2230

All Equipment, Furniture, Fixtures and Leasehold Improvements, whether now owned or hereafter acquired together with and including all future attachments, accessories, substitutions and replacements as well as proceeds of collateral (including insurance proceeds).

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

275875

File No. _____

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

- 1. ~~(Not to Be)~~ ~~(Taxable)~~ **XX** Recorded in the Land Records
(strike inapplicable words)
- 2. Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$.....

3. Name and address of debtor(s) Ornamental Iron Works, Inc. 145 8th Ave., N.W. Glen Burnie, MD 21061	4. Name and address of secured party Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152
---	---

5. Name of assignee of secured party: Harbor Federal Savings & Loan
Address: Box 12309
 Baltimore, MD 21281

6. This financing statement covers the following types (or items) of property:
 1-Bewo #CPO 315 Lt Cold Cut Saw
 S/N#38094871

RECORD FEE 11.00
 POSTAGE .50
 #256450 0040 7/04/11/11
 12/08/11



CHECK [✓] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) Ornamental Iron Works, Inc.	Secured Party Leasing Corporation of America
By <u>Elizabeth B. Givens</u> Title <u>President</u>	By <u>[Signature]</u>
<u>Elizabeth B. Givens</u> (On above line, type or print name(s) of person(s) signing)	<u>Jonathan S. Waranch, President</u> (On above line, type or print name of person signing)

11.50

BOOK 536 PAGE 116

275876

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) Roomfinders, Inc 66 Maryland Avenue Annapolis, Md 21401	2. Secured Party(ies) and address(es) Avco Leasing Services, Inc 9653 Lee Highway #15 Fairfax, VA 22031	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 24.50 #256460 CO-40 R04 711-118 12/28/98
---	--	---

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

1 Inter-Tel Phoenix #1232 Telephone System:
w/3 Line Cards, 2 Station Cards, 1-Phoenix Electronic Telephones

Cost \$3500.00

Subject to
Recordation Tax of \$24.50

11.00
24.50
35.50
~~21.00~~

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

BL
CLERK

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 Clerk

Roomfinders, Inc

By: Louise Ramsey
Signature(s) of Debtor(s)
Louise Ramsey, President

AVCO Leasing Services, Inc

By: Julie M Perrey
Signature(s) of Secured Party(ies)
Julie M Perrey Operations Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 536 PAGE 117
Identifying File # 875877
RECEIVED
NOV 21 1988
V.E.F.D.

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

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

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

* NOT SUBJECT TO MARYLAND RECORDATION TAX. *
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INC. FED.ID. #52-0324870
Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 E. First St., Suite 401
Santa Ana, CA 92705

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

3. Maturity date of obligation (if any) _____

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

RE: SCH 19(MD) TO LEASE #DL-1776 (MD) DATED: MARCH 13, 1987

- (01) IBM COLOR DISPLAY S/N: 0484611
- (01) IBM MODEL 30 S/N: 0223916
- (01) PLUS 40 MB HARDCARDS S/N: 806CD12163
- (01) DOS 3.3 IBM
- (01) PROPRINTER XL24 S/N: 0092601
- (01) CABLE 9' PARALLEL PRINTER

Name and address of Assignee

GENERAL ELECTRIC CAPITAL CORPORATION
P.O. BOX 6199
ORANGE, CA 92613



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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INCORPORATED

Type or Print Above Name on Above Line

RETURN TO:

(Signature of Debtor)

INFOSEARCH, INC.

Type or Print Above Name on Above Line

P.O. Box 1110
Albany, NY 12201

[Handwritten Signature]

(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

1150

9677369

FINANCING STATEMENT

275878

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 \$400,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Charles Bros., Inc., a Maryland Corporation, and
Rajan Charles, individually and
Elizabeth Charles, individually and
Vijayan Charles, individually
Patricia J. Charles, individually

ADDRESS:

5632 Annapolis Road, Suite 14
Bladensburg, Maryland 20710

RECORD FEE 17.00
POSTAGE .50
#254860 0777 R03 T13:47
12/28/88

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

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.

1750

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

E. Any and all inventory, accounts receivable and leasehold improvements associated with the operation of any business venture conducted in connection with or on the property described in the Security Agreement heretofore mentioned. This financing statement shall cover any and all presently owned and future acquired assets of the Debtors.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 1.3668 ACRES OF LAND, MORE OR LESS, ANNE ARUNDEL COUNTY, MARYLAND 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: December 19, 1988

Charles Bros., Inc.

ATTEST:

By: [Signature] (SEAL)
Vijayan Charles, President

[Signature]
Ponnamma David, Secretary

[Signature] (SEAL)
Rajan Charles, individually

[Signature] (SEAL)
Elizabeth Charles, individually

[Signature] (SEAL)
Vijayan Charles, individually

[Signature] (SEAL)
Patricia J. Charles, individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

30602

LEGAL DESCRIPTION

No. S. 1657

BEGINNING for the same at re-bar set, on the northwesternmost right-of-way line of Maryland Route 3 (northbound lane), said re-bar also being North 45° 32' 06" East, 33.88 feet from a pipe found, said pipe being the Point of Beginning of that parcel of ground conveyed by George B. Woefel, Jr., Personal Representative of the Estate of Roger Williams to Annapolis Financial Corporation, a Maryland Corporation in a deed dated March 25, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3570 at folio 289, said pipe also being on the northernmost right-of-way line of Maryland Route 3 (northbound lane) as shown on the State Rods Commission of Maryland Plat #16264, thence running with and parallel to the first line of the aforementioned deed at a distance of 30.00 feet measured at right angles thereof and along the northernmost line of a 30.00 foot right-of-way.

1. North 72° 09' 47" West, 336.61 feet to a re-bar set, said re-bar being on the southeasternmost right-of-way line of Maryland Route 3 (southbound lane), thence leaving said 30 foot right-of-way and running with said southeasternmost right-of-way of Maryland Route 3.

2. North 45° 38' 45" East, 200.00 feet to a re-bar set, said re-bar being the southwesternmost corner of that parcel of ground conveyed by Alfonso Small, Executor of the Estate of Rose Alice Queen to Robert C. Queen, his wife in a deed dated June 21, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2686 at folio 816 thence leaving said right-of-way and running with a part of the southerly outline of said Queen Parcel.

3. South 72° 11' 37" East, 336.26 feet to a re-bar set, said re-bar being on the northernmost right-of-way line of Maryland Route 3 (northbound lane) said re-bar also being set in an existing chain link fence line, thence running with the northwesternmost right-of-way of Maryland Route 3.

4. South 45° 32' 06" West, 200.00 feet to the place of beginning.

Containing 1.3668 acres of land more or less, according to a survey dated December 28, 1985 performed by the RBA Group as shown on the Plat attached hereto and intended to be recorded herewith as part of the description of the property contained herein.

TOGETHER with all the right title and interest of the Grantors herein and to a 30' right of way binding on the Southerly line of the property herein conveyed.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275879

4-10 ✓

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

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

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

BOOK 536 PAGE 121

This financing statement Dated August 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Uni-Lube, Inc.
Address c/o Unico Corporation, 467 E. Beaver Ave., State College, PA 16801-5655

2. SECURED PARTY

Name Maryland National Bank
Address 2328 West Joppa Road, Suite 103
Lutherville, MD 21093

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

3. Maturity date of obligation (if any)

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

See Exhibit "A" attached hereto.

Name and address of Assignee

RECORD FEE 18.00
POSTAGE .50
#254570 CTTT R03 T11:07
12/28/88

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)

See Exhibit "B"

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Uni-Lube, Inc.
(Signature of Debtor)

By Mary Ann Miller
Type or Print Above Name on Above Line
Mary Ann Miller, Vice President

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND NATIONAL BANK

By Marilyn A. Nolte
(Signature of Secured Party)

Marilyn A. Nolte, Asst. V.P.

Type or Print Above Signature on Above Line



185 50

DRR/dlw/jrk 9/26/88 draft EXHIBIT A & B/UNICO/BURNIE

EXHIBIT "A"

UNI-LUBE, INC. TO MARYLAND NATIONAL BANK

(GLEN BURNIE)

All rents, security deposits, and other moneys due and to become due under, and all Debtor's right, title and interest (but none of its duties or obligations) in, to and under, any and all leases and tenancies, whether now existing or hereafter created, pertaining to the premises described in Exhibit "B" of this financing statement and the buildings and improvements to be constructed thereon, or any part of such premises, buildings, or improvements; (b) all of Debtor's right, title and interest (but none of its duties or obligations) in, to and under a certain land lease dated October 10, 1987 between Cromwell Field Associates, a limited partnership, as Lessor, and Debtor as Tenant, pertaining to the premises described in No. 5 of this financing statement, which land lease or a memorandum thereof has been or will be recorded in the Recorder of Deeds Office of Anne Arundel County, Maryland; and (c) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including (without limitation) proceeds of insurance and condemnation awards.

EXHIBIT "B"

That particular portion of all that property lying in Anne Arundel County and described in Plat Book 93, folio 25 "Plat of Lot 1 Ferndale Business Center" (being a parcel lot of ground which by deed dated April 18, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2164, folio 588 was granted and conveyed by George T. Cromwell, Jr., et al and Cromwell Farms, Inc.), shown on the attached drawing as "Store No. 20" in the Cromwell Field Shopping Center.

536 124

TENANTS:

- 1. Caldor, Inc.
- 2. Giant Food, Inc.
- 3. Hardee's Food Systems
- 4. The Hair Cuttery
- 5. McCrory's
- 6. Italian Restaurant
- 7. Carousel Cleaners
- 8. Liquor Store
- 9. Kentucky Fried Chicken
- 10. The Rag Shop
- 11. Taylor Rental
- 12. Volume Shoe
- 13. Fashion Bug
- 14. Dana's, Inc.
- 15. J. S. Raub
- 16. Matthews Hallmark
- 17. Big Video
- 18. D. E. Jones
- 19. Fotomat
- 20. Uni-Lube

JOHN E. HARRIS, JR. AND ASSOC., INC.
1000 ...

DEVELOPER
CROWELL, KEE, ADAMS, LTD.
1475 ...

CROWELL FIELD SHOPPING CENTER
1700 ...

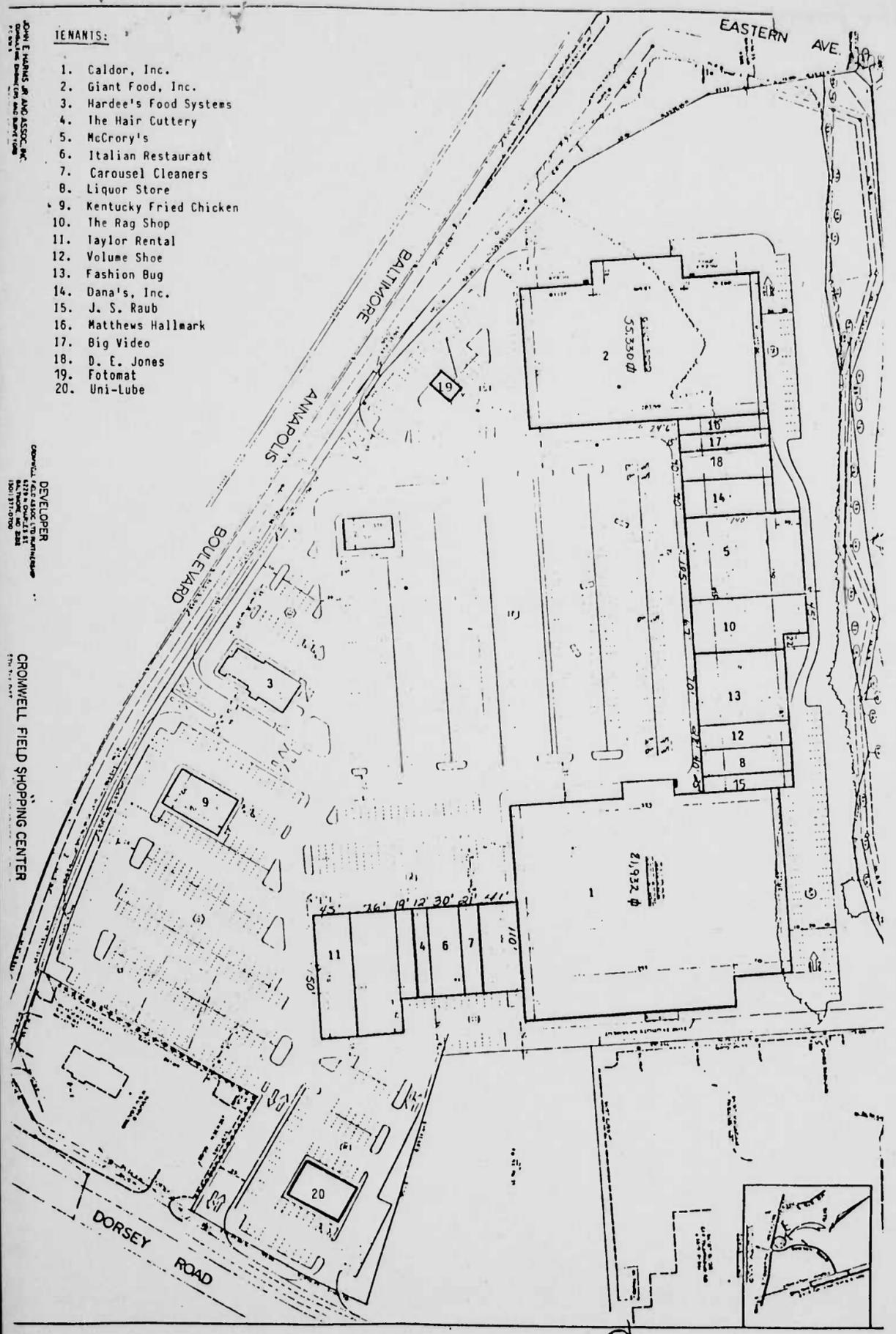


EXHIBIT I

Sittler Associates
 #101
 1600 Belt Co. Tower D 21004

FINANCING STATEMENT

275883

- File in the Financing Statement Records of Anne Arundel County
 - File in the Land Records of Anne Arundel County
 - File with the State Department of Assessments and Taxation
-
- Amount subject to Recordation Tax: \$ _____
 - Not Subject to Recordation Tax

This Financing Statement evidences and publicizes the lien and provisions of a Purchase Money Deed of Trust and Security Agreement from Debtor for the benefit of Secured Party and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt in the aggregate principal amount of \$702,000.00 or so much thereof as may be advanced, to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR: Marley Park Partnership

ADDRESS: c/o Bradley Featherston and Associates
 8 W. Madison Avenue
 Baltimore, Maryland 21201
 Attn: Lynn Featherston

NAME OF SECURED PARTY: The York Bank & Trust Company

ADDRESS: 11350 McCormick Road
 Executive Plaza One
 Hunt Valley, Maryland 21031
 Attn: Charles O. Souter

RECORD FEE 15.00
 POSTAGE .50
 12/28/88
 CK

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

A. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon or in any way used in connection with the current or future utilization, enjoyment, occupation or operation of the real property described on Exhibit A attached hereto (the "Real Property"), and including all plans, specifications, contracts, deposits and all intangibles relating to the development of the Real Property (hereinafter collectively referred to as the "Personalty"), as well as in all substitutions, renewals and replacements thereof and in all of such items hereafter acquired and constituting after-acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the Real Property. The provisions hereof shall not apply to machinery apparatus, equipment fittings, fixtures and articles of personal property used in the business of Debtor or Debtor's lessees whether the same are annexed to the Real Property or not, unless the same are also used in the

3

operation of any building located thereon (all of the 535 126
aforementioned property is hereafter referred to collectively as
the "Secured Property"), as well as all of the proceeds of the
voluntary or involuntary conversion of the Secured Property or
any part of the Secured Property into cash or liquidated claims,
whether by way of condemnation, insured casualty, judgment or
otherwise, as well in 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 the leasing of all or any portion of the
Real Property and all revenues and profits, accounts receivable
and contract rights, including any deposits of purchasers to
secure payment of the contract price and performance of the terms
and conditions of any contract of sale for the Real Property.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described
property or any part thereof.

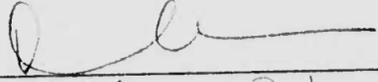
D. Any and all awards of payments, including interest
thereon and the right to receive the same which may be made with
respect to the real property described in the Deed of Trust
heretofore mentioned or any improvements thereon as a result of
(a) the exercise of the right of the eminent domain, (b) the
alteration of the grade of any street, or (c) any other injury to
or decrease in the value of the aforesaid Real Property or any
improvements thereon to the extent of all amounts which may be
secured by said Deed of Trust at the date of receipt of any such
award or payment by a secured party and the reasonable counsel
fees, costs and disbursements incurred by a secured party in
connection with the collection of such award or payment.

2. The above described goods, property, interest and rights are
located at, are affixed to or relate to the property and the
improvements now or hereafter existing thereon being more fully
described on Exhibit A attached hereto.

Dated: December 22, 1988

DEBTOR'S SIGNATURE:

MARLEY PARK PARTNERSHIP

By: 

General Partner

Return to: J. Michael Brennan, Esquire
Cook, Howard, Downes & Tracy
P.O. Box 5517
Towson, Maryland 21204

EXHIBIT A

BOOK 535 PAGE 127

BEING KNOWN AND DESIGNATED as Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 as shown on a Plat entitled "Plat of Marley Park Beach, Addition", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 7, page 43.

SAVING AND EXCEPTING THEREFROM all that lot of ground as described in Anne Arundel County Circuit Court Case No. 62665 between State Roads Commission and Gray Investment Co. and as shown on State Roads Commission Plat No. 43213.

STATE OF MARYLAND

BOOK 535 PAGE 128

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261430

RECORDED IN LIBER 497 FOLIO 153 ON April 21, 1986 (DATE)

1. DEBTOR

Name Potts, Steven K.

Address Box 197A, RD#2, Fernwood Road, Cochranville, Pa. 19033

2. SECURED PARTY

Name Horizon Financial F.A.

Address 1100 Mason Mills Bus. Park

1800 Byberry Rd. Huntingdon Valley, Pa. 19006

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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#255370 C 77 R03 T10:23
12/29/88



Dated December 22, 1988

Karen L. Kannengieszer
(Signature of Secured Party)

Karen L. Kannengieszer, A.V.P.
Type or Print Above Name on Above Line

aa

10-50

BOOK 536 PAGE 129
A H
Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

275884

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: **FIRST PENNSYLVANIA BANK, N.A.**
1500 Market Street, 19th Floor
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
(XXX) If checked, see Equipment Schedule attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#255390 0777 ROB T10:24
CK 12/29/88

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS
AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance
Proceeds)

EQUIPMENT LOCATION: Same as Above

LESSEE

Champion Realty, Inc.

BY: Carol M. Ross

PRINT NAME & TITLE:

CAROL M. ROSS, CONTROLLER

LESSOR

BUTLER LEASING COMPANY

BY: Deborah Scherr

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. 11/88

41 1150 November 4, 1988:

Butler Leasing Company

BOOK 535 PAGE 130

SCHEDULE EQUIPMENT

QUANTITY

DESCRIPTION

1	Wyse Model 3216 Computer s/n <i>N/A</i> 16 Mhz clock, 4.0 MB Ram, 1.2 MB Floppy Disk Drive, 150 MB Hard Disk Drive, 60 MB Cartridge Tape Backup System, 10 User Ports, Xenix Operating System, Monochrome Monitor s/n <i>218033214</i> , Keyboard s/n <i>1701100913</i>
1	Okidata 321 Printer 300 CPS (9 pin dot-matrix) s/n <i>804 A0020225</i>
8	Okidata Okitel 1200 Baud Modems & Cable s/n's: <i>6100844; 6100381; 6100298; 6100787; 6120869; 6122288; 6120994; 6122227</i>
1	SCO Xenix Development Software (C Language)
1	MMSI Realty Management (RM) Program with Source Code and PROGEN Programming Language
1	Uninterruptible Power Supply, Battery backup s/n: <i>402064538</i>
1	SCO Office Automation Software, includes: Word Processing, LOTUS-like spreadsheet, Database, Calendar & Electric Mail
1	MMSI MLS Download Software
1	APPGEN Query Language (AQL)
1	Accounting Software System with Source Code, general Ledger, Accounts Payable, Accounts Receivable, Payroll

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

FORM 535 131

275885

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) Stratus Acquisition Corp. 600 Third Avenue New York, N.Y. 10016</p>	<p>2. Secured Party(ies) and address(es) The Chase Manhattan Bank, N.A. 1 Chase Manhattan Plaza - 18 New York, N.Y. 10081 (Exp.#03441)</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00 POSTAGE .50</p> <p>5. Assignee(s) of Secured Party and Address(es) 12/29/88 CK</p>
<p>4. This financing statement covers the following types (or items) of property: See Attachment A</p> <p>Not Subject To Recordation Tax</p>		<p>RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 52 JAMES ST. ALBANY, N.Y. 12207</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: 1
 Filed with: ANN ARUNDEL COUNTY, MD (30) 05F464-8078

Stratus Acquisition Corp.
 By: Thomas Shiel
 Signature(s) of Debtor(s)

The Chase Manhattan Bank, N.A.
 By: [Signature] VP
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

ATTACHMENT A

All personal property and fixtures of the Debtor whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including but not limited to, the balance of every deposit account, now or hereafter existing, and all money, goods (including equipment, farm products, and inventory), instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands, precious metals and any other property, rights and interest of the Debtor, and shall include the proceeds, products and accessions of and to any thereof.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520
ID No. 270735

Page No. 267

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
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:

RECORD FEE 10.00
POSTAGE .50
#758650 0237 #02 T11:10
12/29/88

<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>

BL
CLERK

BEING KNOWN AND DESIGNATED as Lot Nos. 36, 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: 12/13/88

MERCANTILE MORTGAGE CORPORATION

Paul W. Palmer

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
(88-584)

10 00

10754.2.11
10/27/88

AACO
FR
①

535 134

30-7009

STATEMENT OF ASSIGNMENT OF
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, Maryland Identifying File No. 264836, in liber 505, page 261, on November 28, 1986.

1. NAME AND ADDRESS OF DEBTOR:

DORSEY BUSINESS CENTER LIMITED PARTNERSHIP
7723 Parkway Drive
Hanover, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Mark A. Marino, Assistant Vice President

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

Provident Mutual Life Insurance Company of Philadelphia
The Provident Mutual Building
1600 Market Street
Philadelphia, Pennsylvania 19101

4. The Secured Party of record has assigned, without recourse, to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

RETURN TO:

Beverly J. Cihan, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201
AMERICAN TITLE GUARANTEE Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

SECURED PARTY:

Equitable Bank,
National Association

By: [Signature] (SEAL)

William E. Eyring, Jr.
(Print Name)

Vice President
(Title)

RECORD FEE 12.00
POSTAGE .50
#255630 0777 R03 T13:59
12/29/88



1250

EXHIBIT A

Being that same parcel of land delineated as Parcel 'K' on a plat of subdivision entitled "Dorsey Business Center, Section One, Parcels A Through K" recorded among the Land Records of Howard County, Maryland in Plat Book 6917 and being more particularly described by metes and bounds as follows:

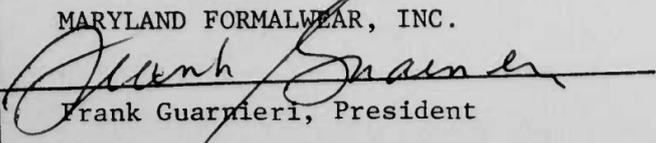
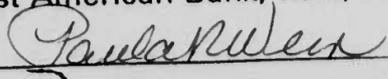
BEGINNING for the same at a pipe set at the intersection of the south line of a 60-foot wide public right-of-way known as Deerpath Road and the east line of that parcel of land delineated as Parcel 'D' on the plat of the aforesaid subdivision recorded among the Land Records of the said county in Plat Book 6915; thence binding on and running with said south right-of-way line of Deerpath Road the following two (2) courses and distances numbered 1 and 2, to wit

1. 340.24 feet along the arc of a curve to the left, with a radius of 701.13 feet, a central angle of $27^{\circ} 48' 16''$, and subtended by a chord bearing South $52^{\circ} 11' 37''$ East 336.91 feet to a pipe set; thence
2. South $66^{\circ} 05' 45''$ East 243.68 feet to a pipe set at the intersection of the said south right-of-way line and the west line of that parcel of land delineated as Parcel 'J' on the plat of the aforementioned subdivision recorded among the Land Records of the aforementioned county in Plat Book 6917; thence departing the said right-of-way line of Deerpath Road, binding on and running with the said west line of Parcel 'J'
3. South $24^{\circ} 13' 14''$ West 528.97 feet to a pipe set at the outline of that parcel of land described and conveyed unto Gregor, and recorded among the Land Records of the said county in Liber 518, Folio 384; thence binding on and running with part of the outline of the said Gregor tract the following four (4) courses and distances numbered 4 thru 7, to wit
4. South $88^{\circ} 49' 57''$ West 125.00 feet to a pipe set; thence
5. South $31^{\circ} 00' 24''$ West 13.31 feet to a pipe set; thence
6. North $40^{\circ} 01' 16''$ West 69.18 feet to a pipe set; thence
7. South $49^{\circ} 58' 46''$ West 25.00 feet to a pipe set at the north right-of-way line of a 60-foot wide public right-of-way known as Dorsey Road (MD Route 176); thence binding on and running with the said right-of-way line the following six (6) courses and distances numbered 8

thru 13, to wit

8. North 40° 01' 16" West 266.10 feet to a pipe set; thence
9. 4.95 feet along the arc of a curve to the left, with a radius of 3850.20 feet, a central angle of 00° 04' 25", and subtended by a chord bearing North 40° 03' 17" West 4.95 feet a pipe set; thence
10. North 49° 54' 19" East 33.00 feet to a pipe set; thence
11. 56.92 feet along the arc of a curve to the left, with a radius of 3883.20 feet, a central angle of 00° 50' 24", and subtended by a chord bearing North 40° 30' 53" West 56.92 feet a pipe set; thence
12. South 49° 03' 55" West 33.00 feet to a pipe set; thence
13. 66.28 feet along the arc of a curve to the left, with a radius of 3850.20 feet, a central angle of 00° 59' 11", and subtended by a chord bearing North 41° 25' 41" West 66.28 feet a pipe set at the outline of that parcel of land described and conveyed unto J.W. Shaw and recorded among the Land Records of the aforementioned county in Liber 1043, Folio 594; thence departing the said right-of-way line, binding on and running with part of the outline of the Shaw tract the following three (3) courses and distances numbered 14 thru 16, to wit
14. North 31° 00' 24" East 76.94 feet to a pipe set; thence
15. North 17° 21' 46" West 44.47 feet to a pipe set; thence
16. North 36° 51' 46" West 58.27 feet to a pipe set at the southeast corner of the aforementioned Parcel 'D'; thence departing the outline of the Shaw tract, binding on and running with the east line of the said Parcel 'D' the following two (2) courses and distances numbered 17 thru 18, to wit
17. North 29° 00' 03" East 329.34 feet to a pipe set; thence
18. North 51° 42' 31" East 34.73 feet to the POINT OF BEGINNING; and containing 309741 square feet or 7.1169 acres of land, more or less.

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

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) MARYLAND FORMALWEAR, INC.	2. Debtor(s) Complete Address(es) Fashion Festival 163-C Jennifer Road Annapolis, Maryland 21401	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th Street N.W. Washington, D.C. 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) All of the fixtures, equipment, personal property, inventory, receivables, machinery and equipment, and leasehold improvements now owned or hereinafter acquired wherever located and proceeds thereof for the conduct and operation of a retail clothing and rental outlet.		
RECORD FEE 11.00 POSTAGE .50 #255650 0777 R03 114:00 CK 12/29/88		
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered.		No. of additional sheets presented. ()
Filed with Circuit Court Clerk of Anne Arundel County; Other State Department of Taxation & Assessments		
9. Transaction is (), is not (XX), (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:		
Signature(s) of Debtor(s) MARYLAND FORMALWEAR, INC.  Frank Guarneri, President	Signature(s) of Secured Party(ies) or First American Bank, N.A., Washington, D.C. by  Paula R. Wein Assistant Vice President	

115

STATE OF MARYLAND 536

138 ANNE ARUNDEL COUNTY

275888

Identifying File No.

FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. DEBTOR

Name MOBILE COMMUNICATIONS SERVICES
Address 528 College Parkway, Annapolis, Maryland 21401

2. SECURED PARTY

Name WASHINGTON/BALTIMORE CELLULAR TELEPHONE COMPANY d/b/a CELLULAR ONE
Address 7855 Walker Drive, Suite 100, Greenbelt, MD 20770

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

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE A ATTACHED HERETO

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#255660 0777 R03 T14:01
12/29/88

CK

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)

AFTER FILING RETURN TO:

Mrs. Alice M. Brown
Legal Assistant
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

MOBILE COMMUNICATIONS SERVICES
(Signature of Debtor)

By GARY BOSTHELLETTE PRES.
Type or Print Above Name on Above Line

Gary Bosthellette
(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1150

Consignor/Secured Party: Washington/Baltimore Cellular
Telephone Company
Consignee/Debtor: Mobile Communications Services

Schedule A

Description of Collateral

A. All of Consignee/Debtor's inventory supplied or consigned by Consignor/Secured Party, which shall include, but not by way of limitation, all present and future cellular mobile telephone units and or systems, as well as portable and transportable telephone units including, without limitation, telephones, parts, and accessories thereto.

B. Cash and non-cash proceeds of collateral are also covered.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

275889

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

If transaction or transactions wholly or 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 ANNAPOLIS HARBOR ELECTRONICS, LTD.

Address 1829 George Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name WASHINGTON/BALTIMORE CELLULAR TELEPHONE COMPANY d/b/a CELLULAR ONE

Address 7855 Walker Drive, Suite 100, Greenbelt, MD 20770

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

3. Maturity date of obligation (if any)

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

SEE SCHEDULE A ATTACHED

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#255670 0777 R03 T14:01
12/29/88

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)

AFTER FILING RETURN TO:

Mrs. Alice M. Brown
Legal Assistant
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

ANNAPOLIS HARBOR ELECTRONICS, LTD.
(Signature of Debtor)

By [Signature]
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

11/8

Consignor/Secured Party: Washington/Baltimore Cellular
Telephone Company
Consignee/Debtor: ANNAPOLIS HARBOR ELECTRONICS, LTD.

Schedule A

Description of Collateral

A. All of Consignee/Debtor's inventory supplied or consigned by Consignor/Secured Party, which shall include, but not by way of limitation, all present and future cellular mobile telephone units and or systems, as well as portable and transportable telephone units including, without limitation, telephones, parts, and accessories thereto.

B. Cash and non-cash proceeds of collateral are also covered.

275890

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) Gertz, Roger Wayne 1251 St. Stevenson Road Crownsville, Md. 21032	2. Secured Party(ies) and Address(es) Ceresville Ford New Holland Inc. P.O.Box A Frederick, Md. 21701
---	--

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

3. This Financing Statement covers the following types (or items) of personal property:
Ford 5610 Tractor Serial BB58952

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

4. This transaction is exempt from the Recording Tax.
Farmer

Filed with: Anne Arundel

Roger Wayne Gertz

Roger Wayne Gertz (SIGNATURE OF DEBTOR)

Ceresville Ford New Holland Inc.

(NAME OF SECURED PARTY)

BY: *Robert D. Dinsmore*, President

Robert D. Dinsmore

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

PRINTED IN U.S.A.

Assignee:
Ford Motor Credit Co.
1133 Old Hickory Drive
Mechanicsville, Va. 23111

RECORD FEE 11.00
#255760 0777 R03 T14445
GK 12/29/88

11/60

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275891

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or 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 Arnold H. Miller Jr., Inc.
Address 154 Defense Highway-Annapolis, Maryland 21401

2. SECURED PARTY

Name Suit & Wells Eq. Co., Inc.
Address 6300 Crain Highway-Upper Marlboro, Md. 20772
Gloria Rivers-
First National Bank of Maryland-14700 Main St.-Upper Marlboro,
Person And Address To Whom Statement Is To Be Returned If Different From Above. Md. 20772

3. Maturity date of obligation (if any) _____

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

- (1) Used J.I. Case 580C Tractor Loader Backhoe
Serial #8990530

RECORD FEE 11.00
POSTAGE .50

THIS IS A RETAIL SALES INSTALLMENT CONTRACT #255830 0777 R03 114:49

CK 12/29/88

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)

Arnold H. Miller Jr.
(Signature of Debtor)
Arnold H. Miller Jr., Inc.
Type or Print Above Name on Above Line

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

Anthony Wells
(Signature of Secured Party)
Anthony Wells
Suit & Wells Eq. Co., Inc.
Type or Print Above Signature on Above Line

11/50

536 144

275892

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
 John Lyons

 T/A Maryland Video Systems

 (Name)
 803 C Barkwood Court

 (Address)
 Linthicum, Maryland 21090

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

 Attn: Darlene Niccoli

 (Name of Loan Officer)
 P.O. Box 1596 Banc 101-560

 (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 FEE 12.00
POSTAGE .50

Record Owner, if different from the Debtor: _____

#255870 CTTT R03 114:51
CK 12/29/88

- 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.

DEBTOR (OR ASSIGNOR)
 John Lyons T/A Maryland Video Systems

 (Seal)

 (Signature)
 John Lyons, Sole Owner

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Signature)

 (Print or Type Name)

12/29

BOOK 536 145

139705

FINANCING STATEMENT

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

1. Name of Debtor(s): Cawood, Krain, Lotridge & Kelly PA
 Address: 170 Jennifer Road - Suite 200
 Annapolis, MD 21401

275893

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~Silver Spring, Maryland 20910 XXXX~~
 2001 Davidsonville Road
 Crofton, MD 21114

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

Equipment, Furnishings & Fixtures

RECORD FEE 11.00
 POSTAGE .50
 #359860 0237 R02 T16:01
 12/29/98

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): Cawood, Krain, Lotridge & Kelly PA

.....
Katherine Cawood
 Katherine Cawood, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:
Dennis L. Ortiz
 Dennis L. Ortiz, Assistant V.P.
 (Type Name and Title)

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

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

11⁰⁰
50

BOOK 536 PAGE 146

ANNE ARUNDEL COUNTY

139705

FINANCING STATEMENT

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

1. Name of Debtor(s): Annapolis Title Company
 Address: 170 Jennifer Road - Suite 200
 Annapolis, MD 21401

275894

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~8100 Spring, Maryland 20910~~
 2001 Davidsonville Road
 Crofton, MD 21114

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

Accounts Receivable

RECORD FEE 11.00
 POSTAGE .50
 #349870 0237 R02 T16*02
 12/29/88
 OK

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): Annapolis Title Company

Bruce A. Krain

 Bruce A. Krain, Treasurer

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

Dennis L. Ortiz
 By:
 Dennis L. Ortiz, Assistant V.P.
 (Type Name and Title)

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

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

11.00
50

WASHINGTON GAS LIGHT COMPANY
 RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

536 147
 275895

Form E.C.S.-1
 CONTRACT NO.
 W.M.V.
 No. 29526

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means:
 Name(s): James R. & Carol L. Burns
 Address: 1706 Copley Court Crafton Maryland, 21114
 Telephone: (H) 261-6150 (O) 624-6208

B. Secured Party (hereinafter "seller") means:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 354-5700

C. Collateral (hereinafter "products") means: install (10) season
all model # 307 white vinyl double hung tilt sash, replacement windows with 7/8" triple insulated glass and 1/2 screens. Install cover board system & 3 replacements and install 4 over 4 grid systems in double hung on front bay window.
Install (1) season all model # 301 white vinyl lite picture replacement window with 7/8" insulated glass and 16 lite grid system.
Full cover exterior wood trim around windows with white aluminum trim.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 1706 Copley Court Crafton Maryland 21114
 the legal description of which is LOT 196 SQ/BLK _____ SEC. 8
Meadowcroft Properties, Anne Arundel COUNTY,
~~STATE OF~~ Maryland and the record owner(s) of which is (are) James R & Carol L Burns
 tax account no. _____

FOR FILING OFFICER:
 SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE.
 (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
 POSTAGE .50
 #257430 C040 R04 T09+15
 12/30/88

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows. () removal of air conditioner and fan. () patching of drywall and plaster and () additional work as follows:
James Robert Burns #1148 Employee

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 10 to 12 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

	Amount	
(1) Price:		
1. Cash Price of Above Items	\$ 4738 50	
2. Sales Tax (if applicable)	1822 73	
3. Cash Price of Services (if applicable)	6560 73	
4. Total Cash Price (1+2+3)		
5. Cash Downpayment (no more than 33% at execution) (Maryland)		
6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	%	
7. FINANCE CHARGE (dollar amount credit will cost buyer)	6560 73	
8. Amount Financed (amount of credit provided to buyer) (4-5)	6560 73	
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	\$ 6560 73	
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 6560 73	
(2) Payment Schedule:		
Number of Payments	Amount of Payments	
When Payments are Due		
13	67	Monthly beginning 5/88 (estimated)
12	80	120 months later 5/98 (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

12.50

TRUTH IN LENDING DISCLOSURES

II. NOTICES TO BUYER.

- A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
- B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
- C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party:
 By: Joseph W. Marcus 3/26/88 Date
 Sales Person's License No. 23320

Buyer and Debtor:
 By: James Robert Burns 3/26/88 Date
Carol Burns 3/26/88 Date
Carol Lynn Burns

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer:
James Robert Burns

Buyer:
Carol Burns

1. (WHITE) Original - Recorder of Deeds
 2. (WHITE) Original - Seller, Credit Dept.

3. (BLUE) Seller, Cust. Acctg
 4. (GREEN) Buyer's Copy

5. (PINK) Seller, E.C.S. Copy
 6. (YELLOW) Seller, Credit Dept. Copy

CONTRACT NO.
 W.M.V.
 No. 29526

Revised: 7/83

J.M.F. MAR 31 1988

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**
A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid. In the event of a dispute as to the location of residence, the location of residence shall be the location of residence of the party who is the defendant in the dispute.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of seller's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination. **current WGL Co. rate for thrift purchase plan contracts."**

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**
A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED: WGL E.C.S.	APPROVED: WGL CREDIT DEPT.	APPROVED: WGL E.C.S.	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL W.G.L. ACCOUNT NUMBER

H.E.B. MAY 2 1988

WASHINGTON GAS LIGHT COMPANY 538 149
 RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT 275896

Form E.C.S. 1
 CONTRACT NO. W.M.V. No. 28543

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: Joseph R. Brotherton
 Name(s): Heidi H. Brotherton
 Address: 1505 KINGWAY DRIVE
GAMBRILLS, MARYLAND 21054
 Telephone: (H) 721-1574 (O) 624-6147

B. Secured Party (hereinafter "seller") means:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 354-5700

FOR FILING OFFICER:
 SECURED PARTY DESIRES THIS INSTRUMENT
 TO BE INDEXED AGAINST THE RECORD OWNER
 OF THE REAL ESTATE AND THE REAL ESTATE
 (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
 POSTAGE CK .50
 #237440 0040 R04 709:15
 12/30/88

C. Collateral (hereinafter "products") means: Employee Sale
Thermal Walls
Remove Existing Aluminum Siding and
haul away. Reside Home with Aside
Super Steel America cut double 5 inch horizontal Desert Sand
in color. STAPA wall insulation board to be installed in
same area as siding. Cover fascia, rake boards with RAFFIA
Beige aluminum coil stock. Full cover 12 windows with
RASSIA Beige aluminum coil stock. Cover soffits with RASSIA
Beige aluminum decorated panels. Install 2 white galbe
end vents. Install DOESKIN TAN aluminum guttering and
downtout. Do not do bow window, doors & door trim, front
soffit, shutters and post.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as:
1505 KINGWAY DRIVE GAMBRILLS, MARYLAND 21054
 the legal description of which is LOT 36, SQ/BLK _____, SEC. TWO
Hallmark Woods SUBD. ANNE ARUNDEL COUNTY,
 STATE/DISTRICT OF MARYLAND, and the record owner(s) of which is (are) Joseph R. &
Heidi A. Brotherton, tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows: Customer to
Remove REAR panel End Post.

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 5 to 8 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items	\$ <u>7,537.95</u>
2. Sales Tax (if applicable)	
3. Cash Price of Services (if applicable)	
4. Total Cash Price (1+2+3)	<u>7,537.95</u>
5. Cash Downpayment (no more than 33% at execution) (Maryland)	

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	%
7. FINANCE CHARGE (dollar amount credit will cost buyer)	
8. Amount Financed (amount of credit provided to buyer) (4-5)	<u>7,537.95</u>
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	<u>7,537.95</u>
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ <u>7,537.95</u>

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Bill <input type="checkbox"/> <u>Payroll</u>	<u>47 Wks</u>	\$ <u>15</u>	Monthly beginning <u>7-88</u> (estimated)
<input type="checkbox"/> <u>DEB</u> bill	<u>1 Wk</u>	\$ <u>17</u>	<u>65</u> months later <u>7-98</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER. EMP # 0945, Ann. Date 5-29-73 Grade 6

- A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
- B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
- C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: R.H. McChannon 6-15-88 Date
 By: R.H. McChannon (Printed Name)
 Sales Person's License No. 16997
 Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor: Joseph R. Brotherton 6/15/88 Date
 By: Joseph R. Brotherton (Printed Name)
Heidi H. Brotherton 6/15/88 Date
 By: Heidi H. Brotherton (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Joseph R. Brotherton
 By: Heidi H. Brotherton

1. (WHITE) Original - Recorder of Deeds
 2. (WHITE) Dupl. Orig - Seller, Credit Dept.
 3. (BLUE) Seller, Cust. Acctg.
 4. (GREEN) Buyer's Copy
 5. (PINK) Seller, E.C.S. Copy
 6. (YELLOW) Seller, Credit Dept. Copy
 Revised: 7/83

B.O.M. JUN 20 1988

CONTRACT NO. W.M.V. No. 28543

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract. 536 150
IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the remainder of the Contract shall not be affected, and the rights and obligations of the parties shall be construed and enforced under the law which governs the particular provision or part held to be unenforceable. **The Buyer herein is an Employee of the Washington Gas Light Company. The Buyer hereby certifies that the equipment listed herein will be installed and used at his principal place of residence.**

C. **Waiver of Remedies.** Buyer hereby certifies that the equipment listed herein will be installed and used at his principal place of residence. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed **except by the termination of the employment of the Employee is terminated (except by the termination of the employment of the Employee by Washington Gas Light Company) or if the Employee no longer resides where the equipment is located, then the full amount of the unpaid balance outstanding at such time shall become due and payable within thirty (30) days of such execution.**

D. **Credit Approval.** This Contract is binding upon the parties at its execution, however, the full amount of the unpaid balance outstanding at such time shall become due and payable within thirty (30) days of such execution, unless a new contract is executed between the parties providing for finance charges at the current WGL Co. rate for thrift purchase plan contracts.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED BY WGL E.C.S.	APPROVED: WGL CREDIT DEPT.	APPROVED: WGL E.C.S.	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL W.G.L. ACCOUNT NUMBER

**WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

0062-1992 Form E.C.S.-1
CONTRACT NO. **29650**

I. DEFINITIONS. The following terms have the meanings given below:

<p>A. Debtor (hereinafter "buyer") means: Name(s): <u>JAMES G. COULTURE</u> <u>LEIGH E. COULTURE</u> Address: <u>2186 JARRY FARM Rd.</u> <u>CAMPBELL'S MD 21054</u> Telephone: (H) <u>672-2888</u> (O) <u>624-6197</u></p>	<p>B. Secured Party (hereinafter "seller") means: Washington Gas Light Company 1100 H Street, N.W. Washington, D.C. 20080 Telephone: (703) 354-5700</p>	<p>FOR FILING OFFICER SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #257450 CO40 R04 109413 12/30/88</p>
<p>C. Collateral (hereinafter "products") means: <u>INSTALL (9) SEASON ALL MODEL 195</u> <u>THERMALIZED DOUBLE BRUNG THERMALIZED SEPT. WINDOWS</u> <u>ALL BEIGE WITH 78" TROPE GLASS + 1/2 SCREENS.</u> <u>INSTALL (1) SEASON ALL MODEL 190 PICTURE SEPT WINDOW</u> <u>BEIGE WITH DOUBLE 78" INSULATED GLASS</u> <u>INSTALL (1) TR-BIRD BRONZE PATIO DOOR. 1" INSULATED</u> <u>GLASS, SCREEN AND FULL COVERAGE ON OUTSIDE. ALUMINUM</u> <u>WITH VINYL THERMAL BREAK</u></p>		
<p>D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: <u>2186 JARRY</u> <u>FARM ROAD</u>, <u>CAMPBELL'S</u>, <u>MARYLAND</u>, <u>21054</u> the legal description of which is LOT <u>24</u>, SO/BLK _____, SEC. <u>5</u> <u>FOUR SEASONS</u> SUBD., <u>ANNE ARUNDEL</u> COUNTY, STATE/DISTRICT OF <u>MARYLAND</u>, and the record owner(s) of which is (are) _____, tax account no. _____</p>		
<p>E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the (<input checked="" type="checkbox"/>) disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows: _____</p>		

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.
F. Period of work means the date or dates which is or are within the period which is approximately 8 to 9 weeks from the date buyer signs this Contract
G. Price, payment schedule, and payment terms have the meanings given below.

(1) Price:	Amount
1. Cash Price of Above Items	\$ <u>4209</u> <u>00</u>
2. Sales Tax (if applicable)	<u>1810</u> <u>00</u>
3. Cash Price of Services (if applicable)	<u>607</u> <u>00</u>
4. Total Cash Price (1+2+3)	<u>6627</u> <u>00</u>
5. Cash Downpayment (no more than 33% at execution) (Maryland)	<u> </u> <u> </u>

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	<u>104R PAYMENT</u>	<u>NONE</u> %
7. FINANCE CHARGE (dollar amount credit will cost buyer)		<u> </u>
8. Amount Financed (amount of credit provided to buyer) (4-5)		<u>6017</u> <u>00</u>
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)		<u>6017</u> <u>00</u>
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)		<u>6017</u> <u>00</u>

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Bill: <input checked="" type="checkbox"/> Separately	<u>479</u> <u>WK</u>	\$ <u>12</u> <u>53</u>	Monthly beginning <u>7-88</u> (estimated)
<input type="checkbox"/> On gas bill	<u>1</u> <u>WK</u>	\$ <u>15</u> <u>12</u>	<u>120</u> months later <u>7-98</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

TRUTH IN LENDING DISCLOSURES

II. NOTICES TO BUYER.
A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party:
By: Gary L. Spater 6-6-88 Date
Sales Person's License No. _____
Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor:
By: James G. Coulture 6-6-88 Date
By: Leigh E. Coulture 6-6-88 Date
(Printed Name) LEIGH E. COULTURE

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: James G. Coulture Buyer: Leigh E. Coulture
By: _____ By: _____

1. (WHITE) Original - Recorder of Deeds
2. (WHITE) Dupl. Orig. - Seller, Credit Dept.
3. (BLUE) Seller, Cust. Acctg.
4. (GREEN) Buyer's Copy
5. (PINK) Seller, E.C.S. Copy
6. (YELLOW) Seller, Credit Dept. Copy

CONTRACT NO. **29650**

B.O.M. JUN 09 1988

Revised: 7/83

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**
 A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court of law to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract contained the particular provision held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract.

D. **Credit Approval.** This Contract is binding upon the parties at execution. However, seller, under the Contract are discharged if buyer's credit is, in the good faith judgment of seller's credit department, unsatisfactory, and if seller, within 30 days of such execution, notifies Buyer of such determination. The equipment is located where the equipment is located at such time shall become longer resides where the unpaid balance outstanding at such time shall become

E. **Binding Effect.** This Contract shall, upon its execution, be binding upon the parties and their heirs, administrators, successors, and assigns of the respective parties. The Contract shall, upon its execution, be binding upon the parties and their heirs, administrators, successors, and assigns of the respective parties. The Contract shall, upon its execution, be binding upon the parties and their heirs, administrators, successors, and assigns of the respective parties. The Contract shall, upon its execution, be binding upon the parties and their heirs, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**
 A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED: <i>[Signature]</i>	APPROVED:	APPROVED: <i>[Signature]</i>	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL
WGL E.C.S.	WGL CREDIT DEPT.	H.E.B. JUN 29 1988	W.G.L. ACCOUNT NUMBER

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) R E MICHEL COMPANY, INC. One R E Michel Drive Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>G. Bolton</u></p> <hr/> <p style="text-align: center;">Return to Secured Party</p>
--	---

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

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

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

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

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

11.00
374.50
1.50
386.00

E. Other. (See below)

RECORD FEE 11.00
RECORD TAX 374.50
POSTAGE .50
#257500 0040 R04 T09421

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: \$ 53,379.21

BK

12/30/88

DEBTOR:

R E Michel Company, Inc.
(Type Name)

By: Ronald D. Miller
Ronald D. Miller, Treasurer

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: S. G. Brooke Tucker

S. G. Brooke Tucker, Vice President
(Type Name)

December 27 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.

- 4 - 38 MEG DATA GENERAL DESKTOP
- 1 - 38 MEG DATA GENERAL DESKTOP AND TERMINAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 536 154
275899

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

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

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

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

1. DEBTOR

Name Dr. Michael Daciek

Address 411 S. Camp Meade Rd. Linthicum MD 21090

2. SECURED PARTY

Name Healthco International

Address 6308 Blair Hill Lane Baltimore Md 21209

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

3. Maturity date of obligation (if any) _____

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

- 1 Royal Chair
- 1 Royal Dr. Stool
- 1 Royal Ass't Stool
- 1 Healthco Track Mount Light
- 1 Healthco CT 503 Dental Unit
- 1 Healthco Lumix 70 II X-Ray
- 1 Star Titan SW Scaler

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#257520 0040 R04 109128
CK 12/30/88

CONDITIONAL SALES CONTRACT
SECURED PARTY IS THE SELLER

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
11.50

Dr Michael Daciek
(Signature of Debtor)

Dr. Michael Daciek
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Bedford
(Signature of Secured Party)

Charles H. Bedford

Type or Print Above Signature on Above Line

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

BOOK 535 PAGE 155

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 266645 recorded in Liber 509, Folio 558 on March 20, 1987 (date).

1. DEBTOR(S):

Name(s): Leroy M. Merritt
Address(es): 2066 Lord Baltimore Drive
Baltimore, Maryland 21208

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Philip Carroll, Assistant Vice President

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

RECORD FEE 10.00

POSTAGE .50

RECORDED 0347 R01 110#17

12/30/88

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

BL
CLERK

- 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.

9. DEBTOR:

SECURED PARTY:

By *[Signature]*
Sterling E. Shuman, Jr.
Vice President
(Type Name and Title)

50

Return To:
COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202
1882526

12/22/88
nak

2020v

275900

FINANCING STATEMENT RECORDS -
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor: | Address: |
| McLEAN CONTRACTING COMPANY | 6700 Curtis Court
Glen Burnie, Maryland 21061
Attn: Frederick W. Rich |
| 2. Secured Party: | Address: |
| THE FIRST NATIONAL BANK
OF MARYLAND | 25 South Charles Street
Baltimore, Maryland 21201
Attn: Leon W. Wynne,
Vice President |

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all fixtures now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, and

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

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

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to

Handwritten mark resembling a signature or initials.

13.00
.50
12/30/88
CK

12/22/88
nak

2020v

all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

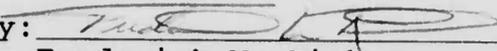
4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated December 23, 1988 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

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

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

DEBTOR:

MCLEAN CONTRACTING COMPANY

By:  (SEAL)
Frederick W. Rich,
Vice-President

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

Natalie A. Klaum
Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

LEGAL DESCRIPTION

File No.

Policy No.

Beginning for the same at a point on the east side of Curtis Drive, said point being designated "870" and located at the northwest end of the cutoff line connecting the north side of Curtis Court and the east side of Curtis Drive as shown on the Plat entitled "Subdivision Plat of Lot 25 Baymeadow" recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, running thence and binding on the east side of Curtis Drive, (1) North 24° 13' 42" East 380.90 feet, thence (2) South 65° 46' 18" East 199.46 feet, and (3) North 24° 13' 42" East 195.01 feet to the southwest side of a flood plain area, thence binding thereon four courses: (4) South 49° 17' 48" East 93.68 feet, (5) South 41° 27' 44" East 122.97 feet, (6) South 18° 05' 57" East 133.04 feet, and (7) South 33° 16' 08" East 75.89 feet, thence, (8) South 61° 38' 10" West 540.23 feet to the north side of Curtis Court, thence binding thereon four courses: (9) northwesterly by a curve to the left with a radius of 70.00 feet for a distance of 45.27 feet, the chord of said arc being North 63° 29' 36" West 44.49 feet, (10) Northwesterly by a curve to the right with a radius of 50.00 feet for a distance of 36.14 feet, the chord of said arc being North 61° 18' 57" West 35.36 feet, (11) Northwesterly by a curve to the left with a radius of 440.00 feet for a distance of 127.98 feet, the chord of said arc being North 08° 56' 33" West 127.53 feet, and (12) North 17° 25' 35" West 37.61 feet to the place of beginning.

Containing 4.8953 acres of land, more or less.

Being known and designated as Lot No. 25 as shown on a Plat entitled "Lot 25, Baymeadow", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 111, folio 48.

12:046:RC

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

536 159

275901

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

Subject To Recording Tax On Principal Amount Of \$297,564.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

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

- 1. DEBTOR: MCR CONSTRUCTION, INC.
735 Cypress Road
Severna Park, Maryland 21146

Attention: Mr. Robert J. Chase

- 2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL,
F.S.A.
300 East Lombard Street RECORD FEE 21.00
Baltimore, Maryland 21202 POSTAGE .50

Attention: Commercial Real
Estate Department

- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following: #256180 0055 R03 710:51
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators,

CK

2/10/88

cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

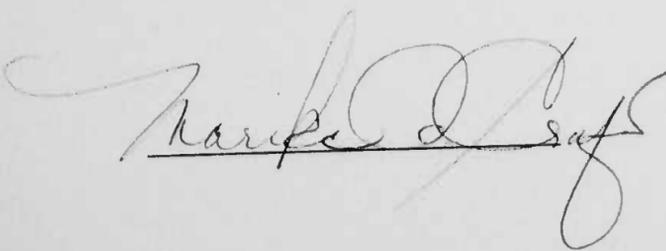
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way

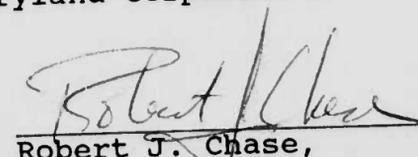
of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

MCR CONSTRUCTION, INC.,
A Maryland Corporation



By:  (SEAL)
Robert J. Chase,
President

Date: December 23, 1988

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

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (RCF) 7971

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots No. 2A, 2B as shown on the Plat entitled "Resubdivision of Parcel A, Plat 2 Resubdivision of Forest Hills Apartments" which Plat is recorded among the Land Records of Anne Arundel County in Liber 4369, folio 861, together with Lots No. 3A and 3B as shown on the Plat entitled "Resubdivision of Lot 3 of Parcel A, Plat 2 Resubdivision of Forest Hills Apartments, which Plat is recorded among the Land Records of Anne Arundel County in Liber 4429, folio 429.

c:/rcf/7971.exh
12/22/88

Fountainhead
576-E Ritchie
Severna Park

275902

TO BE RECORDED AMONG THE
LAND RECORDS AND INDEXED
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 480,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel

FINANCING STATEMENT

Klopman Development Corporation

103C Old Court Road, Baltimore, Md. 21208

1. Debtor(s)

2. Secured
Party

KEY FEDERAL SAVINGS BANK

7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

Klopman Development Corporation

BY

Andrew Klopman, President

RECORD FEE 11.00
POSTAGE .50

#256800 0055 R03 T13:25

CK 12/30/88

BY _____

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

Handwritten initials/signature

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

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 32 as shown on a Plat entitled Cranberry Woods Plat One of Three which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 104 folio 9.

BEING the same lot of ground which by Deed, dated of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Cranberry Woods Limited Partnership to Klopman Development Corporation.

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

- | | | |
|----|---------------------------------------|--|
| 1. | NAME AND ADDRESS
OF DEBTOR: | CONTE INVESTMENTS
c/o J&A Builders, Inc.
116 Defense Highway
Annapolis, Maryland 21401 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | MARYLAND NATIONAL BANK
Anne Arundel County/Southern
Maryland Business Banking
Unit
116 Defense Highway, Suite 201
Annapolis, Maryland 21401 |

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

13.00
POSTAGE .50

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property"

#200040 0055 R03 713:29
12/30/88

GK

1300

means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated December 15th, 1988 (the "Deed of Trust") executed by the Debtor for the benefit of John P. Carroll and Mark T. Blizzard, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

CONTE INVESTMENTS

By Joseph Conte
Joseph Conte
Partner

By Anthony Conte
Anthony Conte
Partner

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

PLEASE RETURN TO:

ANNAPOLIS TITLE COMPANY
170 Jennifer Rd., Ste. 200
Annapolis, MD 21401

275904

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):

MARLEY ASSOCIATES LIMITED PARTNERSHIP
 Name or Names—Print or Type
750 EAST MULBERRY SUITE 500 SAN ANTONIO, TX 78202
 Address—Street No., City - County State Zip Code

2. Secured Party:

PASADENA LIMITED PARTNERSHIP
 Name or Names—Print or Type
1302 CONCOURSE DRIVE, SUITE 202, LINTHICUM MD 21090
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 The beneficial interest of the Debtor in the Marley Trust, a Maryland trust established pursuant to a Declaration of Trust dated December 30th, 1988.

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

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 12.00
 POSTAGE .50
 5360310 CD40 R02 T16:04
 12/30/88
 CK

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

DEBTOR(S): _____
 (Signature of Debtor)

SECURED PARTY:

MARLEY ASSOCIATES LIMITED PARTNERSHIP PASADENA LIMITED PARTNERSHIP
 (Company, if applicable)
 By: Embrey Investments, Inc. By: BTR Tylers, Inc.
 Co-managing General Partner General Partner
 (Signature of Debtor) (Signature of Secured Party)
 By: [Signature] By: [Signature]
 Type or Print Type or Print (Include title if Company)
 Vernon D. Kalkman, President

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

Name and Address _____
 By: Embrey Associates, Inc.
 Co-managing General Partner
 By: [Signature]

COMMONWEALTH LAND TITLE INS. CO.
 SUITE 1524, THE WORLD TRADE CENTER
 BALTIMORE, MARYLAND 21202

12.00

536 170

Statement of Release of Financing Statement

THIS STATEMENT refers to original statement, Identifying File No recorded in Liber 522, Folio 192, on January 18, 1988.

1. DEBTOR:

Name: Joan Paska-Friedel

Address: 229 Bay Front Drive, Pasadena, Maryland 21122

2. SECURED PARTY:

Name: American F.S.B.

Address: 1700 Rockville Pike, Rockville Md.

3. MATURITY DATE OF OBLIGATION (if any) November 1, 1989

4. Release from the collateral described in the Financing Statement bearing the file number and recorded in the liber and folio shown above, the secured party releases the following:

RECORD FEE 10.00
POSTAGE .50
#130400 0237 R02 T11:51
01/03/89

TAX ID #

TITLE INSURER: First American Title

Property Address: 229 Bay Front, Pasadena, Maryland 21122



This 9th day of December, 19 88.

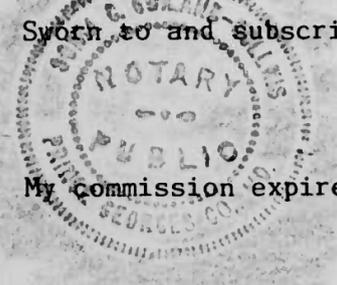
American FSB
Secured Party

By: [Signature]
Harry L. Leavy

STATE OF MARYLAND :

COUNTY OF Prince Georges To Wit:

Sworn to and subscribed to before me this 9th day of December 19 88.



[Signature]
Notary Public

My commission expires: July 1, 1990

1082

→ Joan Paska Friedel
229 Bay Front Dr.
Pasadena, Md. 21122

275982

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

FINANCING STATEMENT

Not subject to Recordation Tax.

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

X Subject to Recordation Tax on principal amount of \$4,500.00

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

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

Name of Debtor

Address

Thomas M. Isdaner , C.P.A.

1718 Albermarle Dr.
Crofton, Md. 21114

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

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

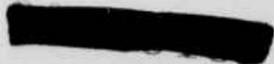
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

Hewlett Packard HP Laserjet 2 Printer Serial #HP33440A
Plus 40 MB Hardcard Serial 940-40

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

RECORD TAX 31.50
#361520 0055 R02 T09138
GK 01/04/89

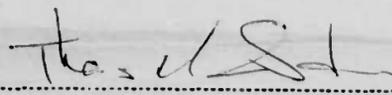
5. XX Proceeds) of the collateral are also specifically covered. 
Products)

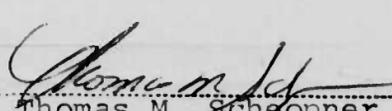
Debtor

Secured Party (Assignee)

Thomas M. Isdaner, C.P.A.

THE CITIZENS NATIONAL BANK

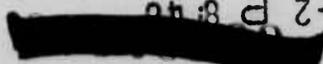
By: 
Thomas M. Isdaner

By: 
Thomas M. Schopner
Vice President

By: _____

Type or print all names and titles under signatures.

1988 MAR 11 P 8:56

 1988 MAR - 2 P 8:40 1988 MAR 17 P 10:33

BOOK 536 PAGE 172

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF ANNE ARUNDEL
COUNTY. RECORDATION TAX HAS BEEN
PAID TO CLERK OF COURT FOR ANNE ARUNDEL
COUNTY AT TIME OF RECORDATION OF
DEED OF TRUST

275908

FINANCING STATEMENT

1. Name & Address of Debtor: H & J REALTY CO.,
ANN'S DARI CREME OF GLEN
BURNIE, INC. and AMERICAN
FOOD SYSTEMS, INC.
c/o Howard S. Pinsky
512 Third Street
Annapolis, Maryland 21403
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

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

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property hereafter owned by the Debtor and located in or upon any interest or estate in land described on the attached Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all communications apparatus and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

(b) All of the partnership assets of H & J Realty Co.

RECORD FEE 23.00
POSTAGE .50
#258160 0777 R03 T14:12
01/04/89

CK

235

(c) all machinery, equipment, furniture, furnishings, trade name "Ann's Dari Creme", goodwill of the business known as "Ann's Dari Creme" and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located on the property described in the attached Exhibit A.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:
H & J REALTY CO.

Secured Party:
SEVERN SAVINGS BANK, FSB

By: Howard S. Pinskey
Howard S. Pinskey, Partner

By: [Signature]

By: Thea B. Pinskey
Thea B. Pinskey, Partner

By: [Signature]
Joseph R. O'Brien, Partner

By: Corrine J. O'Brien
Corrine J. O'Brien, Partner

ANN'S DARI CREME OF GLEN BURNIE, INC.

By: Howard Pinskey
Howard Pinskey, President

AMERICAN FOOD SYSTEMS, INC.

By: Howard Pinskey
Howard Pinskey, President

realest/2h&jrealty

BEGINNING at a point in the westerly line of the Governor Ritchie Highway (Maryland Route 2); said point being the easternmost corner of the lands described herein; and being distant North 35 degrees 24'37" West 114.03 feet from the northernmost corner of the lands of Charles and Edna C. Pumphrey as recorded among the Land Records of Anne Arundel County, Maryland in liber 1080 folio 98; thence departing said point of beginning so fixed and said Governor Ritchie Highway and binding with the northerly line of TKL-EAST as recorded in a Deed dated January 28, 1985 from Pinsky, et ux. and O'Brien, et ux., to TKL-EAST and recorded among the aforesaid Land Records in Liber 3858 folio 699, and with meridian referred to as Maryland State Grid North.

(1) South 54 degrees 35'23" West, 200.46 feet to a point; thence,

(2) South 82 degrees 03'57" West, 84.02 feet to a point; said point being a corner common to those same lands of TKL-EAST as aforementioned; and the residue of a 0.4419 Acre Parcel of Land of Pinsky, et ux., and O'Brien, et ux., recorded among the Land Records of Anne Arundel County, Maryland in Liber 2885 folio 739; Thence departing said point and continuing,

(3) South 82 degrees 03'57" West, 58.26 feet, for a total distance of 142.28 feet, to a point on the back of curb of the Marley Station Regional Shopping Center Ring Road; thence with said back of curb northerly 101.56 feet along the arc of a curve to the left having a radius of 442.00 feet and chord bearing and

in Liber 3885 folio 337, from Henry L. and Carolyn R. Hein to TKL-EAST,

(5) North 54 degrees 35'23" East 293.00 feet to a point in the westerly line of the Governor Ritchie Highway; thence with said line,

(6) South 35 degrees 24'37" East 161.32 feet to the place and point of beginning.

CONTAINING 1.0732 Acres of land, more or less, as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors in September, 1985.

BEING the residue (0.3198 acres) of that particular parcel of land (the "second") conveyed by Deed dated August 31, 1976 by Raymond F. and Anna A. Hines, unto Howard S. and Thea B. Pinsky, and Joseph R. and Corrine J. O'Brien and further being a portion of those lands conveyed by Deed dated January 29, 1985, by TKL-EAST unto Howard S. Pinsky, et al., and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2885 folio 739 and in Liber 3859, folio 145, respectively.

SUBJECT to certain easements to Baltimore Gas and Electric Company as recorded among the Land Records of Anne Arundel County in Liber 3888 folio 779.

SUBJECT to a twenty (20) foot wide easement for ingress-egress purposes to the C&P Telephone Company recorded among the Land Records of Anne Arundel County in Liber 3859 folio 145.

Anne Arundel County

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254443

RECORDED IN LIBER 479 FOLIO 214 ON 11-05-84 (DATE)

1. DEBTOR

Name Eastern Petroleum Corporation

Address 33 Hudson Street, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#258230 0717 R03 T14:39
01/04/89

2. SECURED PARTY

Name First American Bank of Maryland

Address 25. W. Chesapeake Ave, Towson, MD 21204

Maryland National Bank, P.O. Box 871 m.s. 500270, Annapolis, MD 21404

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>

Dated 12-23-88

T. Vance
(Signature of Secured Party)

Teresa M. Vance, Branch Officer
Type or Print Above Name on Above Line

275309

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 10,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

John J. Flory, Cabinetmaker, Inc.

1821 A Margaret Avenue
Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

All equipment, accounts, inventory, tools, and any other business assets now owned or hereafter acquired, including but not limited to 1 new Hewlett-Packard ES 12 computer system (#D1347A) together with monitor (VGA #D1182A), D.O.S. 3.3 (#45851D) and printer (Desk Jet #2276A) and all proceeds (cash and non-cash) of such equipment, accounts, inventory, tools, computer system, and all other business assets.

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

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 #361770 0055 R02 T15:16
 01/04/89
 CK

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

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

John J. Flory, Cabinetmaker, Inc.

FARMERS NATIONAL BANK OF MARYLAND

[Handwritten Signature]
 John J. Flory, President

BY *[Handwritten Signature]*
 Twaun D. Oakes, Vice President

Type or print names under signatures

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

[Handwritten mark]

1104
7000
[Handwritten initials]

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275910

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$28,000.00

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

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

1. DEBTOR

Name Bab, Ltd.
Address 507 Bay Hills Drive, Arnold, MD 21012

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)

Computer equipment - consisting of, but not limited to, File Server 80386, Samsung Mono Monitor w/video board, Wangtek 60MB Tape Backup, Novell Advanced Netware, 12 Ethernet NIC Cards, Uninterruptable Power Supply, Workstation 80286, ADMEK 1280 Monitor, Microsoft Mouse, Ventura Desktop Publishing, as well as all peripheral equipment.

RECORD FEE 11.00
RECORD TAX 196.00
POSTAGE .50
#361780 CD55 R02 715:16
01/04/89

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

BAB, Ltd.
(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

1100
196000
JD

CK

275311

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 29,000.00

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

Name of Debtor

Address

OVERTON DESIGN STUDIO, INC.

213 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

HARDDISK IN ADV AT, REBUILT AT INCLUDING MOTHERBOARD HARDDISK, POWER SUPPLY & CONTROLLER, KDP AT/USING MOTHERBOARD AND HARDDISK, ARTIST10GT GRAPHICS BOARD, 2MB GRAPHICS MEMORY, MITSUBISHI 6905 19" MONITOR, MONO MONITOR & ADAPTER, TRAINING 3 DAYS ON SITE, KDP 386/2020 COMPUTER WITH 1:1 CONTROLLER AND 40MB HD.

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

RECORD FEE 11.00
 RECORD TAX 203.00
 POSTAGE .50
 #361790 0055 R02 T15:17
 CK 01/04/89

- 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)

OVERTON DESIGN STUDIO, INC.

FARMERS NATIONAL BANK OF MARYLAND

[Handwritten Signature]

BY

[Handwritten Signature]
William A. Walker II, U.P.

Type or print names under signatures

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

1100
20300
JD

275912

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Manhattan Memories, Inc.	275 West Street Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

See Attached Schedule "A" and Schedule "B"

RECORD FEE 13.00
 RECORD TAX 175.00
 POSTAGE .50
 #452340 0345 R01 T10142
 01/05/89

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

CK

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)
Manhattan Memories, Inc.

Secured Party (or Assignee)

[Signature]
 By: I Martin Spector, President

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*
 R. Michael Shymansky
 Assistant Vice President

Type or print names under signatures

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

175-13

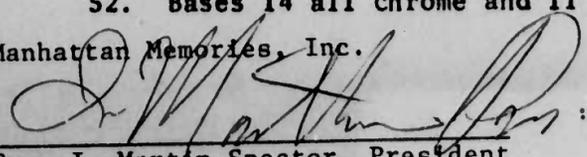
1. One-only walk-in cooler, custom made aluminum interior and exterior, 3/4 horsepower self contained, compressor coil.
2. One-only three compartment sink with 2 drain boards, 3 full compartments, swing faucet covering compartments. Lambertson Model N.S.F. 1720.
3. One-only stainlesssteel work table with refrigerated base self contained with stainlesssteel overshef. Duke Model 6030s/c N.S.F.
4. One-only stainlesssteel hand sink wall mounted with gooseneck faucet. Metal Masters HSA 10F.
5. One-only dunnage rack 10 ft long by 12 inches deep front to back, stainlesssteel custom made Metro Wire.
6. Three-only 4 tier section of stainlesssteel storage shelving 5 ft wide by 98 inches tall by 18 inches deep front to back. Custom made Metro Wire.
7. One-only work table stainlesssteel. Duke NSF 3060 14 gauge stainlesssteel top, 6 inch backsplash.
8. One-only work table stainlesssteel. Duke NSF 3060 14 gauge stainlesssteel top, with 6 inch backsplash.
9. One-only convection oven, electric operating with two complete deck, automatic timer, stainlesssteel exterior porcelain interior. 208/60/3
10. One-only 2 burner hot plate stainlesssteel construction with 4 inch legs. Ceiclware model 208/60/1.
11. One-only soda dispenser self contained, 5 flavor with lighted tower. Perlick model 51td-sc.
12. One-only 50ft section of formica back bar, with 4 inch high back splash, and storage cabinet below with hinge doors.
13. One-only stainlesssteel 16 foot section sneeze guard with safety glass front, steel top and frame. Manufactured United Showcase.
14. One-only refrigerated section of pastry display case, self contained refrigeration system, 3 display tiers with stainless steel finish, custom designed.
15. One-only Lowboy refrigerator stainlesssteel, self contained, 4 foot long by 33 inches deep 36 inches high, 16 gauge stainlesssteel top.
16. Hot food table electric 60x32 1/2, with stainlesssteel top galvanized body, with 25x20x12 deep water bath, and 29x27x12 deep water bath with sliding cover, 2 immersion heaters 208v 1 phase wired to box-1 for each compt, fill faucet, perforated false bottom for both comnts, and galv legs.
17. Protector case 60" with stainlesssteel top glass 3 sides. Marlo
18. Semi enclosed cabinet 84x32 1/2 with stainlesssteel top and galv body.
19. Sneeze guard without shelf 84" with glass front, and with for over #12.
20. Semi enclosed cabinet 36x32 1/2 with s/s top, galv body, and galv legs.
21. Sandwich unit self contained 60x32 1 1/2 with s/s top s/s front, and poly cutting board with galv back, galv 2 ends, with 5 year warranty.
22. Protector case 96" with s/s top glass three sides. Marlo Manufacturing.
23. Lowboy self contained 48x32 1/2 with s/s top, s/s front with galv back galv 2 ends with 5 year compressor warranty. Marlo Manufacturing.
24. Three tier display case 48"x20". Marlo Manufacturing.
25. Lowboy self contained 48x32 1/2 with s/s top, s/s front with galv back, and galv 2 ends, and 5 year compressor warranty. Marlo Manufacturing.

Manhattan Memories, Inc.

By: I. Martin Spector, President

26. Three tier display case 48x20. Marlo Manufacturing. SCHEDULE "B"
27. All the above are custom manufactured by Marlo Metals. 536 PAGE 182
28. One-only hot dog roller with s/s rollers. Vulcam model VHT 34753
208 volt single phase /1.
29. One-only work table s/s top galv undershelf. Duke 7201-3096.
30. One-only work table s/s top. Duke 7201-3096.
31. One-only Berkel model s/s semi automatic gravity fed. Model 808.
32. One-only hot food table s/s top galv body 4 section to hold 12x20
pans, electrically operated water bath type. 208/601/1.
33. One-only s/s 3 rail tray slide 36 ft long with 6 mounting brackets.
Custom made.
34. One-only 6 ft long by 54 inch high self contained deli display case
, unit to have 1/3 hp compressor, double duty type with refrigerated
storage below. McCray model sc cds 358.
35. One-only Berkel model #910, fully automatic self feeding slicer all
s/s with removeable meat tray. Model #910.
36. One-only worktable 7 ft x 30 inch worktable 16 gauge s/s top galv
undershelf, with 6 inch backsplash. Duke # 7201-3084.
37. One-only round up steamer self contained. Model # fw100 with own
generator 115/60/1.
38. One-only work table custom built s/s const 3 sides enclosed with midshelf
for utility storage. Duke custom.
39. One-only single compartment s/s prep sink 24x24x14 with gooseneck
faucet. Metal Masters 1-24-24 NSF.
40. Two-only commercial microwave ovens s/s outerlapping push bottom type
750 watts each. Sharp R21 BP. \$750.00 each.
41. One-only hand sink s/s wall mounted with gooseneck faucet. Metal Masters
HSA 10F.
42. One-only worktable 24x24 s/s const 3 sides enclosed with refrigerated
base, self contained. Star model#RPB.
43. One-only ice machine cold draft 1000 pound unit with 1000 pound storage
bin. unit to make cubes, self contained, and water cool. Model Kd 1001
990BN.
44. One-only coffee maker Ceiclware automatic 5 burners s/s const, automatic
fill with low water cut-off. Model #At5 KW.
45. One-only worktable with refrigerated base 3 sides enclosed, and self
contained.
46. One-only ice tea dispenser. Ceiclware IT 1.
47. One-only section of millwork to include utility tray stand, cashier
counter, office desk. Custom fabrication.
48. One-only cash register Max 10 totals. MX 1070 plu.
49. One-only two door freezer Glencoe model Alfa self contained refrig
eration system, top mounted s/s const, 2 full doors 50 net cubic inch
with automatic evaporator.
50. Chairs in chrome finish 80 with "V" style back, seats ZD-27 Charcoal,
backs outside "V" in ZD-27 Charcoal, inside "V" BA_32 clover.
51. Tops 36x36 14 tabletops, and 11 30x30 tops, tops to be in formica
Gray Kalidscope KA 61 (Mirror Finish).
52. Bases 14 all chrome and 11 all chrome bases #672, 673n.

Manhattan Memories, Inc.


By: I. Martin Spector, President

Annexed

275913

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

Dec. 30, 1985

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

1. DEBTOR Herbert R. Stewart
HERBERT R. STEWART
Name 400 Saddle Back Court
Address Millersville, Maryland 21108

2. SECURED PARTY PHILADELPHIA NATIONAL BANK
Name Broad & Chestnut Sts.
Address Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#352090 CTTT R02 T10#24
01/05/89
CK

CHECK THE LINES WHICH APPLY

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

Herbert R. Stewart
(Signature of Debtor)
HERBERT R. STEWART

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairsn
(Signature of Secured Party)
PHILADELPHIA NATIONAL BANK

Type or Print Above Signature on Above Line

James J. McCairsn - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275914

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TED W. STEWART
Address 2952 Chrystal Place Lane
Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#3-100 CITY RD T10425
01/05/87
GK

CHECK THE LINES WHICH APPLY

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

Ted W. Stewart
(Signature of Debtor)

TED W. STEWART
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275915

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. \$ NONE

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

This financing statement Dated Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE J. RAINS
Address 756 219th Street
Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#32110 DTFF R02 T10:25
01/25/89
GK

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)

George Rains
(Signature of Debtor)

GEORGE J. RAINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

275915

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. \$ NONE

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

This financing statement Dated Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE J. RAINS
Address 756 219th Street
Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#362110 CITY R02 11:25
01/05/89
BK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 Rains
(Signature of Debtor)

GEORGE J. RAINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

275916

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

Dec. 30, 1985

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

1. DEBTOR

JAMES B. SPAKE
Name 7884 E. Tall Pines Court
Address Glen Burnie, Maryland 21061

2. SECURED PARTY

PHILADELPHIA NATIONAL BANK
Name Broad & Chestnut Streets
Address Philadelphia, PA 19101

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

3. Maturity date of obligation (if any) _____

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#352120 CTTT R02 T10:25
CK 01/05/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James B Spake
(Signature of Debtor)
JAMES B. SPAKE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)
PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

Bomb

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

275917

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 []

Dec. 30, 1985

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

1. DEBTOR

J. MICHAEL SPAKE
Name 7884 Tall Pines Court Apt. E
Address Glen Burnie, Maryland 21061

2. SECURED PARTY

PHILADELPHIA NATIONAL BANK
Name Broad & Chestnut Sts.
Address Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#362170 0777 R02 110:25
01/05/89
CK

CHECK THE LINES WHICH APPLY

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

J. Michael Spake
(Signature of Debtor)
J. MICHAEL SPAKE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
PHILADELPHIA NATIONAL BANK

Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Anne Arnold

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275918

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM J. SPAKE
878 Oakdale Circle
Address Millersville, Maryland 21108

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Broad & Chestnut Sts.
Address Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#362140 CTTT R02 T10:26
01/05/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: William J. Spake

WILLIAM J. SPAKE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Jim Swope - Vice-Pres.

(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK

Type or Print Above Signature on Above Line

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Appl. Model

275919

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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LUCIEN G. MALLET, JR.
Address 35 Luke Drive
Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any) _____

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
8762150 DT77 802 110:26
01/05/89
CK

CHECK THE LINES WHICH APPLY

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

Lucien G. Mallet, Jr.
(Signature of Debtor)

LUCIEN G. MALLET, JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Annulment

275920

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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRAIG S. GOLABOSKI
Address 223 McKinsey Road
Severna Park, Maryland 21146

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any) _____

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#3-2160-0777 R02 110126
OK 01/05/89

CHECK THE LINES WHICH APPLY

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

Craig S. Golaboski
(Signature of Debtor)

CRAIG S. GOLABOSKI
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Ann Arundel

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275921

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALTON A. GOFF
Address 608 Eliot Road
Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any) _____

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#362170 CTTT 602 T10125
01/05/89
GK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alton A. Goff
(Signature of Debtor)

ALTON A. GOFF
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Anne Amundson

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275922

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES L. BRUCKSCH
Address 136 Red Fox Lane
Glen Burnie, Maryland 21061

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
#362180 5777 R02 T10426
01/05/89

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 L. Brucksch)

JAMES L. BRUCKSCH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (James J. McCairns)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Ann Arundel

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275923

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE F. BIELUT
Address 898 Gordon Drive
Glen Burnie, Maryland 21061

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any) _____

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .50
4752190-0717 R02 P10:27
01/05/89
GK

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 F. Bielut
(Signature of Debtor)

GEORGE F. BIELUT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. McCairns
(Signature of Secured Party)

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Anne Arnold

FORM 538 205

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275924

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL M. JENKINS
Address 878 Doris Drive
Arnold, Maryland 21012

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Address Broad & Chestnut Sts.
Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 17.00
POSTAGE .50
M352200 0777 R02 T10:27
01/05/89
BK

CHECK THE LINES WHICH APPLY

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

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

DANIEL M. JENKINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

Anne Arundel

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275925

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM J. THOMPSON
8455 Byrd Road, Sunset Beach
Address Pasadena, Maryland 21122

2. SECURED PARTY

Name PHILADELPHIA NATIONAL BANK
Broad & Chestnut Sts.
Address Philadelphia, PA. 19101

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

3. Maturity date of obligation (if any)

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

Refer to Exhibit A, attached hereto

RECORD FEE 11.00
POSTAGE .05
#362210 0777 R02 110427
01/05/85
POSTAGE .45
#362220 0777 R02 110427
01/05/85
CK

CHECK THE LINES WHICH APPLY

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

Signature of Debtor

WILLIAM J. THOMPSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

PHILADELPHIA NATIONAL BANK
Type or Print Above Signature on Above Line
James J. McCairns - Asst. V.P.

EXHIBIT A TO UCC-1

General intangibles and other property as follows (i) all of Debtor's right, title and interest in, to and under the Distribution Rights granted to Debtor by Tastykake, Inc. under a certain Distributor's Agreement effective as of December 30, 1985 between Tastykake, Inc. and Debtor (ii) any and all vehicles used by Debtor in connection with its exercise of the Distribution Rights (iii) all goods and products of Tastykake, Inc. and Tasty Baking Company property used or held by Debtor in connection with its exercise of the Distribution Rights including, without limitation, any and all route books, customer lists, display materials and business records, (iv) all insurance on all the foregoing and the proceeds of that insurance, (v) all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

FINANCING STATEMENT

1. To Be Recorded in the Land Records at Anne Arundel County.
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 One Hundred Twelve Thousand Dollars (\$112,000.00). The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County.

5. Debtor: Joginder N Bhayana
Ved K. Bhayana

45 West Street
Annapolis, MD, 21401

6. Secured Party: Equitable Bank, N.A.

60 West Street
Annapolis, Maryland 21401
Attn: Wayne B. Hawkins or
Margaret R. Anderson

(Mr. Clerk: Please return to HILLMAN, BROWN AND DARROW.)

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, and all proceeds of any condemnation payments.

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; and (iii) all bank accounts.

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 sales of which shall have given or shall give rise to

1200/30

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. **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 and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to 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 Joginder N. and Ved K. Bhayana.

Description of Collateral (or Real Property).

Unit 45 West Street on a Horizontal Property Regime known as "Cathedral West Condominium" as established by a Condominium Declaration dated December 27, 1984 and recorded among the Land Records at Liber 3831 folio 285 and among the Plat Records at Plat Book 26 pages 48, 49 and 50 and at Plat Book 27 pages 1 and 2.

Together with an undivided 8.5 percent interest.

The improvements thereon are known as 45 West Street Annapolis, Maryland

Debtor:

Secured Party:

Ved K. Bhayana
Ved K. Bhayana

EQUITABLE BANK, N.A.

Joginder N Bhayana (SEAL)
Joginder N Bhayana

By: Margaret R. Anderson (SEAL)
Margaret R. Anderson

45 West Street
Annapolis Md.

Assistant Vice President
60 West Street
Annapolis, Maryland 21401

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 _____

RECORD FEE 11.00
 POSTAGE .50
 #259080 0040 R04 717:12
 01/05/99

5. Debtor(s) Name(s) Gold Rush, Inc. Address(es) SEE ATTACHED SCHEDULE A

6. Secured Party Equitable Bank, National Association Address 100 South Charles Street
 Attention: KIM HILL Baltimore, Maryland 21201
(Type name & title)
 Documentation Assist.

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 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: _____

11.00
 .50

Debtors
Gold Rush Inc. (Seal) _____ (Seal)
 By: Joseph Gold (Seal) _____ (Seal)
Joseph Gold, President

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

EQUITABLE BANK, N.A.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK **536** PAGE **212**

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Gold Rush, Inc.

ADDRESSES:

1326 Eastern Blvd.
Baltimore, Maryland 21221

7615.1/2 Harford Road
Baltimore, Maryland 21206

7700 Ritchie Highway
Glen Burnie, Maryland 21061

8628A Liberty Road
Randallstown, Maryland 21133

1800 Louchs Lane & Arsenal Road
West Manchester Mall, York, PA 17404

1030 F Smallwood Road
Waldorf, Maryland 20601

11P Gwynns Mill Court
Owings Mills, Maryland 21117

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

275928

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Pate, Lloyd	7351	Ritchie Highway,	Glen Burnie,	Maryland
Bland, Patricia Ann	7351	Ritchie Highway,	Glen Burnie,	Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Sal L. Cicero	3001	STONYBROOK DRIVE	Bowie,	Md. 20715

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

All assets, goodwill, deposits, leaseholds and equipment, in connection with a business known as Bay Valet, located at 7351 Ritchie Highway, Glen Burnie, Maryland, 7950 Crain Highway, Glen Burnie, Maryland, and Longpoint Mall Shopping Center, Mountain Road, Pasadena, Maryland, including the equipment listed on schedule A hereto.

RECORD FEE 14.00
 POSTAGE .50
 H260000 C040 R04 T17:25
 GK 01/05/89

14.00
 .50
 14.50
 RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

Lloyd Pate
 Lloyd Pate
Patricia Ann Bland
 Patricia Ann Bland
 (Type or print name under signature)

(Seal)
 (Corporate, Trade or Firm Name)
Sal L. Cicero
 Signature of Secured Party or Assignee
 SAL L. CICERO
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

EQUIPMENT LIST - BAY VALET STORES

~~XXXXXXXXXXXX~~MAIN STORE - PLANTDry Cleaning

R.C. Allen elec. cash register
 Miscellaneous counters
 View Visor customer file and stand
 White up/down conveyors (2)
 Garment bag holder (3 roll)
 Bagger stand
 Prosperity utility press
 Cissell form finisher w/Cissell iron and low-boy
 Cissell 3 station puff iron
 Cissell 1 station puff iron
 Cissell pants topper
 Ajax utility press
 Forse hot-head utility press
 Cissell ironing board w/Cissell iron and low-boy
 Huebsch steam cabinet
 Snif- -Miser sniffer
 Cissell spray tank
 Cissell spotting board
 Hoyt solvo miser SF 130 reclaimer (50lb)
 Autoflex filter and still
 Detrex Monarch 528 dry cleaning machine (40 lb)
 Martin reclaimer ((30 lb)
 Cleaning fluid storage tank (70 gal)
 Cooling tower and reservoir
 Westinghouse Versa Clean dry cleaning machine
 Kenmore washing machine (70 mod)
 Fulton steam boiler (20 hp)
 Kellog compressor (3 hp)
 Floor fan
 Scales w/baskets
 Dip tank
 Rolling stands
 Clothes hampers (8-10-12 bu)
 Sentry floor safe
 Electric refrigerator

Shoe Repair

Auto soler finisher
 Auto soler reeler
 Singer long arm patching machine
 Landis K sole stitcher
 United McKay stitcher
 Auto soler nibbler
 Landis 5 in 1 skiver
 Assorted hand tools and supplies

SCHEDULE A.P.1

STATE OF MARYLAND
FINANCING STATEMENT BOOK **536** PAGE **216**

ANNE ARUNDEL COUNTY - MD
 Identifying File No. Express

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **275929**

If transaction or transactions wholly or 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., Inc.

Address 123 Revell Highway, Annapolis, MD 21401

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 Vibratory Roller Model SD40FB

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

(7288-1 JK)

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)

11.00
 11.50
 11.50

RECORD FEE 11.00
 POSTAGE .50
 MD00010 0040 R04 T17:30
 01/05/89
 CK

↓ Bob Wheeler
 (Signature of Debtor)

Ferguson Trenching Co., Inc.
 Type or Print Above Name on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

↓ Bradley W. Berger
 (Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

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 \$1,900,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Second Deed Of Trust.

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

1. DEBTORS:

CROFTON FARMS ASSOCIATES
1021 Dorsey Road
Glen Burnie, Maryland 21061
Attention: Ernest J. Litty, Jr.

ERNEST J. LITTY, JR.
1021 Dorsey Road
Glen Burnie, Maryland 21061

litty
aka

RECORD FEE 27.00
POSTAGE 50.
NOTARIAL FEE 201 11/14/88

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street
Baltimore, Maryland 21201
Attention: Commercial Real Estate Department

3. This Financing Statement covers and the Debtors grant and convey 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 Debtors), 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,

RECORD FEE 26.00
POSTAGE CK .50
NOTARIAL FEE 201 11/14/88

27

cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

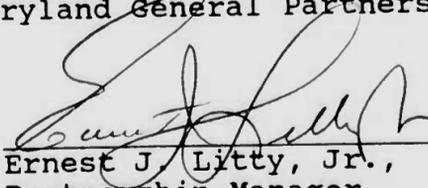
- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtors and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real 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 Debtors 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 Debtors thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal

property described in the below referred to Second Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

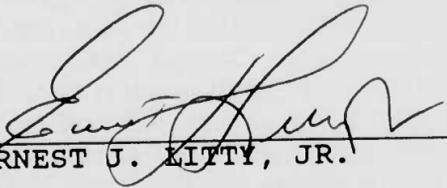
- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtors 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 Debtors under law or any contract of sale.
 - i. All of the Debtors' 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 Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors 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 Second Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtors to the Trustees named therein for the benefit of the Secured Party. Crofton Farms Associates, a Maryland general partnership, is the record owner of the Real Property. Exhibit A attached hereto consists of two (2) pages.
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.

DEBTORS:

CROFTON FARMS ASSOCIATES,
A Maryland General Partnership

By:  (SEAL)
Ernest J. Litty, Jr.,
Partnership Manager

December 29, 1988

 (SEAL)
ERNEST J. LITTY, JR.

December 29, 1988

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

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 07903

EXHIBIT A

PARCEL NUMBER TWO:

BEGINNING for the same at a stone found at the end of the Second or South 36 degrees 30 minutes East 1755 foot line of the conveyance from JOHN Z. BALDWIN & wife to PRESLEY S. TAYLOR, Deed dated December 15, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 27, Folio 90. Said stone also being the beginning stone of the conveyance from C. MASON TURNER and wife to MARGUERITE T. TAYLOR and dated October 11, 1930, recorded among the aforesaid Land Records in Liber F.S.R. 78, Folio 126, thence binding on the First or South 30 degrees 39 minutes West 655.25 foot line of the last mentioned conveyance and binding on the northwest boundary line of the OTHO H. WILLIAMS property, Deed recorded among the aforesaid Land Records in Liber 541, Folio 226 and referring the courses of this description to the Maryland State Grid Meridian, and as now surveyed

(1) South 24 degrees 02 minutes 23 seconds West 655.99 feet thence binding reversely on the Seventh or South 51 degrees 17 minutes 50 seconds East 1206.17 foot line Parcel No. II of the conveyance from JEAN T. ZECHES, et. al. to THE RICHARDS GROUP OF MARYLAND, INC., Deed dated January 4, 1973 and recorded among the aforesaid Land Records in Liber 2557, Folio 664;

(2) North 51 degrees 18 minutes 01 seconds West 1206.10 feet thence binding reversely on the First or South 45 degrees 15 minutes 00 seconds East 240.02 foot line of the conveyance from BERNARD M. RYAN and wife to GEORGE A. BOOTH, JR. & wife, Deed dated February 27, 1981 and recorded among the aforesaid Land Records in Liber 3388, Folio 870;

(3) North 51 degrees 05 minutes 24 seconds West 240.53 feet to an iron pipe found thence binding reversely on the North 44 degrees 45 minutes 00 seconds East 180.50 foot line of the last mentioned conveyance;

(4) South 39 degrees 05 minutes 50 seconds West 181.07 feet thence binding on the northeast side of a right-of-way 30 feet wide as described in the last mentioned conveyance;

(5) North 48 degrees 15 minutes 43 seconds West 1010.65 feet thence binding on the southeast right-of-way line of U.S. Rte. 301 as shown on Maryland State Roads Commission Right-of-Way plats nos. 16272 and 16273;

(6) With the arc of a curve to the right having a radius of 6835.49 feet an arc length of 1111.54 feet and being subtended by a chord North 43 degrees 28 minutes 59 seconds East 1110.31 feet thence;

(7) North 48 degrees 08 minutes 30 seconds East 563.94 feet to an iron pipe found thence binding reversely on the Third or North 41 degrees 51 minutes 40 seconds West 436.68 foot line of the conveyance from PRESLEY S. TAYLOR, JR. to Anne Arundel County, Maryland, Deed dated November 15, 1975 and recorded among the aforesaid Land Records in Liber W.G.L. 2810, Folio 75;

(8) South 41 degrees 51 minutes 30 seconds East 436.48 feet to an iron pipe found thence binding reversely on part of the Fourth and all of the Third and Second lines of the conveyance from PRESLEY S. TAYLOR, JR. to the FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed dated November 9, 1981 and recorded among the aforesaid Land Records in Liber 3455, Folio 199;

(9) South 44 degrees 45 minutes 38 seconds West 216.03 feet thence;

(10) South 45 degrees 20 minutes 08 seconds East 561.95 feet to an iron pipe found thence;

(11) North 17 degrees 09 minutes 32 seconds East 566.07 feet thence northeasterly crossing the existing right-of-way of Waugh Chapel Road 77 feet wide;

(12) North 44 degrees 42 minutes 55 seconds East 77.00 feet to the south side of a private right-of-way 13 feet wide thence binding on said south side and also binding on part of the Third or South 37 degrees 38 minutes East 1914.0 foot line of the conveyance from PRESLEY S. TAYLOR & wife to RICHARD N. & JEAN T. ZECHES, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, Folio 489;

(13) South 44 degrees 56 minutes 23 seconds East 1152.24 feet thence binding on part of the Third or South 57 degrees 45 minutes West 997 foot line of the conveyance from CONRAD H. & ANNA M.C. ABEND to NELSON M. & HELEN S. TURNER, et. al., Deed dated February 3, 1956 and recorded among the aforesaid Land Records in Liber 998, Folio 425;

(14) South 51 degrees 52 minutes 03 seconds West 8.73 feet thence binding reversely on the Third and Second lines of the conveyance from NELSON M. & HELEN S. TURNER, et. al., to PRESLEY S. & MARGUERITE T. TAYLOR, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, Folio 470;

(15) South 48 degrees 50 minutes 49 seconds West 215.92 feet thence;

(16) South 53 degrees 34 minutes 48 seconds West 380.70 feet thence continue binding on part of the aforesaid Third or South 57 degrees 45 minutes West 997 foot line as aforementioned;

(17) South 51 degrees 52 minutes 03 seconds West 385.45 feet thence binding on the Fourth or South 36 degrees 30 seconds East 425 foot line of the aforesaid conveyance recorded in Liber 998, Folio 425;

(18) South 42 degrees 06 minutes 55 seconds East 425.00 feet to the point of beginning.

CONTAINING 77.768 acres of land more or less.

SUBJECT to perpetual storm water discharge areas adjacent to the southwest and southeast property lines of THE FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed recorded among the aforesaid Land Records in Liber 3455, Folio 199.

275931

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
\$1,900,000.00 Which Was Paid
To The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of A Second
Deed Of Trust.

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

1. **DEBTORS:**

CROFTON FARMS ASSOCIATES
1021 Dorsey Road
Glen Burnie, Maryland 21061
Attention: Ernest J. Litty, Jr.

ERNEST J. LITTY, JR.
1021 Dorsey Road
Glen Burnie, Maryland 21061
2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street
Baltimore, Maryland 21201
Attention: Commercial Real Estate
Department
3. This Financing Statement covers and the Debtors grant and convey 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 Debtors), 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 Debtors 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 Debtors 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 Debtors thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary

conversion of the Real Property or the personal property described in the below referred to Second Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

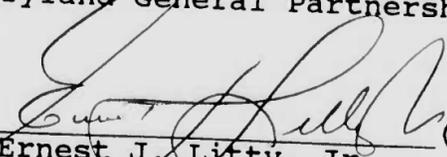
- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtors 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 Debtors under law or any contract of sale.
 - i. All of the Debtors' 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 Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors 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 Second Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtors to the Trustees named therein for the benefit of the Secured Party. Ernest J. Litty, Jr., is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) 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.

BOOK 536 PAGE 227

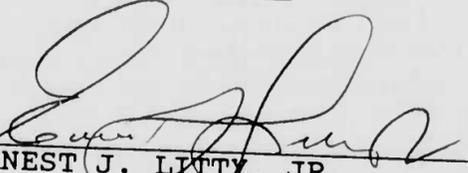
BOOK 536 PAGE 226

DEBTORS:

CROFTON FARMS ASSOCIATES,
A Maryland General Partnership

By:  (SEAL)
Ernest J. Litty, Jr.,
Partnership Manager

December 29, 1988

 (SEAL)
ERNEST J. LITTY, JR.

December 29, 1988

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

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 07903

EXHIBIT A**PARCEL NUMBER ONE:**

BEGINNING for the same at the beginning of the North 35 degree 03 minute 20 second West 482.30 foot line of the land conveyed by Charles P. Obrecht and Alice P. Obrecht, his wife, to McKinsey Associates by deed dated November 6, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2374, folio 143; thence leaving said point of beginning and running with and binding along said line with bearings referred to the Anne Arundel County Grid System, and as now surveyed by Dewberry, Nealon and Davis in September, 1973, (1) North 35 degrees 37 minutes 29 seconds West 463.03 feet to a point on the southeast side of McKinsey Road, 30 feet wide; thence running with and binding along said road the four following courses and distances: (2) North 50 degrees 25 minutes 53 seconds East 514.10 feet to a point; thence (3) binding along an arc of a curve bearing to the right having a radius of 313.43 feet and a distance of 296.44 feet; thence (4) binding along an arc of a curve bearing to the left having a radius of 345.49 feet and a distance of 162.06 feet; thence (5) North 77 degrees 44 minutes 43 seconds East 136.11 feet to a point; thence leaving said road and running for a new line of division the three following courses and distances: (6) South 53 degrees 21 minutes 49 seconds East 300.35 feet; (7) South 44 degrees 05 minutes 09 seconds East 192.00 feet; and (8) South 35 degrees 35 minutes 26 seconds East 90.01 feet to intersect the South 70 degree 44 minute 00 second West 1265.57 foot line of the aforesaid deed at a point distant South 70 degrees 24 minutes 51 seconds West 70.00 feet from the beginning of said line; thence running with and binding along said line, with bearings referred to the Anne Arundel County Grid System and as now surveyed by Dewberry, Nealon and Davis in September, 1973, (9) South 70 degrees 24 minutes 51 seconds West 903.09 feet; (10) South 70 degrees 31 minutes 49 seconds West 252.84 feet, and (11) South 69 degrees 25 minutes 27 seconds West 39.26 feet to the place of beginning. **CONTAINING** in all 14.6563 acres of land, more or less.

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ n/a

FINANCING STATEMENT

1. Debtor(s):

SU CHONG KIM
 Name or Names—Print or Type
107A East Furnace Branch Road, Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

BOOK YE KIM, his wife
 Name or Names—Print or Type
107A East Furnace Branch Road, Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

2. Secured Party:

GUS SERIO
 Name or Names—Print or Type
100 Georgia Avenue, N.W., 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).
 (a) All furniture, fixtures and equipment; (b) All inventory; (c) All accounts receivable, chattel paper and general intangibles (including, without limitation all things in action, contractual rights, goodwill and rights to performance); and (d) All cash and non-cash proceeds and products of the foregoing, and all such after-acquired collateral as described above.**

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

Real property is known as 107A East Furnace Branch Road, Glen Burnie, MD 21061

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

RECORD FEE 12.00
 POSTAGE 50
 7259320 0777 R03 114:55

Su Chong Kim [Signature] Not a Corporation CK
 (Signature of Debtor) Type or Print (Company, if applicable)

Book Ye Kim, his wife [Signature] Gus Serio
 (Signature of Debtor) Type or Print (Include title if Company) (Signature of Secured Party)

01/06/89

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

Name and Address John K. Gardner, 7433-Baltimore-Annapolis Blvd., Glen Burnie, MD 21061

Lucas Rec. Form F-1

* All amounts exempt from Recording Tax under Tax-Property Article, Section 12-108(K)(4). Collateral is Seller financed.

** All after-acquired items that are the subject of this collateral and all proceeds from sale or other disposition of collateral.

12-50

FINANCING STATEMENT

- 1. X To Be Recorded in the Financing Records and Land 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. X Recordation Tax has been paid on the principal amount of Two Hundred Thousand Dollars (\$200,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
 1726 Associates 1919 West Street
 Annapolis, Maryland 21401

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

RECORD FEE 17.00
 POSTAGE .50
 01/06/89

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(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 30, 1988 from Debtor(s) 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
 PO BOX 1911
 ANNAPOLIS, MD 21404
 (301) 263 8855

1750

ABH.63

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

DEBTOR(S):

1726 ASSOCIATES, a Maryland general partnership

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

BY: *Louis Hyatt* (SEAL)
LOUIS HYATT, General Partner

BY: *John M. Suit, II* (SEAL)
JOHN M. SUIT, II
Executive Vice President

BY: *Alan J. Hyatt* (SEAL)
ALAN J. HYATT, General Partner

BY: *Ronald P. Pennington* (SEAL)
RONALD P. PENNINGTON, General Partner

BY: *S. Scott Kirkley* (SEAL)
S. SCOTT KIRKLEY, General Partner

Mr. Clerk: Please return to: William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

EXHIBIT "A"

BEGINNING for the same at an iron pipe here set on the north side of the Defense Highway (West Street Extended); said pipe marks the southwest corner of that property intended to be described in that conveyance by an Agreement of Sale by and between William G. Meredith and Iris K. Meredith, his wife, and the Annapolis Block Company, Inc., dated August 31, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 779, folio 104; said pipe also marks the southwest corner of that 0.98 acre parcel of land shown on a plat prepared by J. Revell Carr, Surveyor, in July 1939 and recorded with that Agreement of Sale by and between the said William G. Meredith, single, and the Henry B. Myers Company, dated September 20, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 539, folio 178; said pipe also marks the beginning of the North 15 deg. 20' East 427.5 foot line described in that conveyance from William G. Meredith to the Coca Cola Bottling Co. by deed dated January 15, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 324, folio 98. Thence from the point of beginning so fixed, leaving said highway and binding on said 427.5 foot line, as now surveyed, and also binding on the westerly outline of the property intended to be described in the aforementioned agreement with the Annapolis Block Co., Inc., and also binding on the westerly outline of the 0.98 acre parcel of land shown on the above mentioned plat, as now surveyed, North 15 deg. 31' 00" East 427.44 feet to an iron pipe here found in the center of the Washington, Baltimore and Annapolis Railroad; thence leaving said Railroad and binding on the center line of said Railroad South 74 deg. 44' 00" East 107.64 feet to an iron pipe here found; thence leaving said Railroad and binding on the 434.61 foot line as shown on said plat, and also binding on the easterly outline of the property intended to be described in the aforementioned agreement with the Annapolis Block Co., Inc., as now surveyed, and also binding on the westerly outline, reversely, as now surveyed, of that agreement by and between the said William G. Meredith, single, and the Henry B. Myers Co., dated September 20, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 539, folio 178, South 17 deg. 52' 20" West 434.61 feet to the north side of the Defense Highway (West Street Extended) aforesaid; thence binding on the North side of said highway North 70 deg. 27' 00" West 90.00 feet to the point of beginning.

CONTAINING 0.98 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks in July, 1958.

BEING the same property acquired by 1726 Associates, by deed dated March 30, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3187, folio 225.

Indemnity
FINANCING STATEMENT

275934

TO BE RECORDED AMONG
THE Financing RECORDS OF
Anne Arundel County

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

1. NAME AND ADDRESS OF Guarantor HANOVER GENERAL PARTNERSHIP
c/o Douglas Legum
Development, Inc.
6797 Dorsey Road
Baltimore, Maryland 21227

RECORD FEE 2.20
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY EQUITABLE BANK, NATIONAL
ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department

#259770 C777 R03 715*20
01/06/89

RECORD FEE 19.80
#259770 C777 R03 715*21
01/06/89

3. This Financing Statement covers all right, title and interest of the Guarantor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deeds of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Guarantor obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other

20 SW

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in 4 Indemnity Deeds of Trust, Assignment and Security Agreements of even date hereof (the "Deeds of Trust") executed by the ~~General~~ for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deeds of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

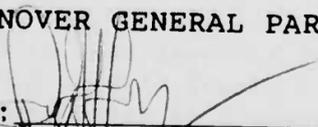
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The *Guarantor* certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the *Guarantor*

Guarantor:

HANOVER GENERAL PARTNERSHIP

By:  (SEAL)
Douglas H. Legum
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Samuel H. Clark, Jr.
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

EXHIBIT "A"

Parcel One
 BEING KNOWN AND DESIGNATED as Lot 107 and Private Storm Water Management Pond, as shown on that Plat entitled, "Parkway Industrial Center II," Phase II, Plat One of Two, which Plat is recorded among the Land Records of Anne Arundel County at Plat Book 88, folio 9.

Parcel Two
 BEGINNING FOR THE SAME at a point in the Southeasterly line of Race Road (30 feet wide) said place of beginning being located South 14 degrees 43 minutes East 325.5 feet from a concrete post at the end of the fourth line of parcel of land described in Deed from Robert Moss to John L. Tubbs and recorded in Liber G.W. 79, folio 31, said place of beginning also being the same as for lot of ground described in Deed recorded in Liber 592, folio 365, thence running along and binding on said Southeasterly line of Race Road, South 37 degrees 55 minutes West 23.74 feet to intersect the aforesaid fourth line of parcel of land described in Deed recorded in Liber G.W. 79, folio 31, thence running along and binding on said fourth line reversely in part to the beginning of said fourth line, South 11 degrees 32 minutes 30 seconds East 594.60 feet, thence running for a new line of division North 36 degrees 34 minutes 50 seconds East 410.35 feet to the beginning of fourth line of aforesaid lot of ground described in Deed recorded in Liber J.H.H. 592, folio 365, thence running along and binding on said fourth line North 52 degrees 5 minutes West 442.30 feet to the place of beginning. Containing 2.205 acres of land, more or less, as surveyed by American Engineering, Registered Civil Engineers and Land Surveyors, Pasadena, Maryland, on October 18, 1966.

Parcel Three
 BEGINNING FOR THE SAME at a point here set in the original easterly outline of the whole tract; said point marks the point of beginning in that conveyance from Bruner R. Anderson, unmarried to Marvin Wells by deed dated October 7, 1911 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 86, folio 287. Thence from the point of beginning so fixed binding on and with the outlines of said conveyance to Wells reversely and corrected for magnetic declination to 1966, South 35 degrees 40 minutes 30 seconds West 506.55 ft. to an iron pipe, South 11 degrees 40 minutes 30 seconds West 214.50 ft. to an iron pipe, South 69 degrees 40 minutes 30 seconds West 133.65 ft. to an iron pipe, and North 77 degrees 49 minutes 30 seconds West 263.54 ft. to an iron pipe here set on the easterly side of the 30 ft. County Road known as Race Road; thence leaving the outlines of said conveyance to Wells and binding on and with the easterly side of said County Road, North 21 degrees 37 minutes 30 seconds East 73.64 ft., North 15 degrees 09 minutes 20 seconds East 85.84 ft., North 9 degrees 15 minutes 20 seconds East 66.09 ft., North 8 degrees 51 minutes 30 seconds West 222.33 ft., North 3 degrees 21 minutes 20 seconds West 46.37 ft., North 3 degrees 36 minutes 30 seconds East 49.52 ft., North 22 degrees 14 minutes 50 seconds East 164.95 ft., North 24 degrees 07 minutes 00 seconds East 63.18 ft., and North 25 degrees 28 minutes 20 seconds East 229.09 ft. to an iron pipe here set at a point of intersection by the easterly side of said road with the northernmost line of that conveyance from Joshua S. Linticum and wife to James J. Stackhouse and Viola C. Stackhouse, his wife by deed dated January 12, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 147, folio 117; thence leaving said side of said road and binding on and with the outlines of said conveyance to Stackhouse, North 53 degrees 59 minutes 40 seconds East 403.90 ft. to an iron pipe here found that marks the northeastmost corner of said conveyance to Stackhouse; thence still with said conveyance to Stackhouse, South 17 degrees 34 minutes 30 seconds East 602.25 ft. to the point of beginning.

Containing 12.2503 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor in January 1966.

EXHIBIT "A" CONTINUED

Parcel Four

BEING KNOWN AND DESIGNATED as Lot 106A, as shown on a Plat entitled "Minor Subdivision of the Lot 106, Parkway Industrial Center II," which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC 3778, folio 289.

Bo-7157 (2)

BOOK 536 237
FINANCING STATEMENT

275935

TO BE RECORDED AMONG
THE Financing RECORDS OF
Anne Arundel County

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

- | | | |
|---|---|---|
| 1. NAME AND ADDRESS OF <u>Guarantor</u> | HANOVER GENERAL PARTNERSHIP
c/o Douglas Legum
Development, Inc.
6797 Dorsey Road
Baltimore, Maryland 21227 | 18.00
.50
POSTAGE
C59780 C777 R03 T15:21
01/06/89
CK |
| 2. NAME AND ADDRESS OF SECURED PARTY | EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department | |

3. This Financing Statement covers all right, title and interest of the Guarantor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deeds of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Guarantor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other

180

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in 4 Indemnity Deeds of Trust, Assignment and Security Agreements of even date hereof (the "Deeds of Trust") executed by the ~~Grantor~~ for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deeds of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

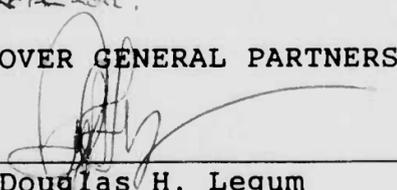
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The ~~Governor~~ certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

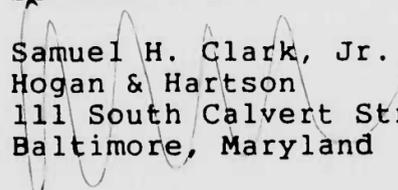
6. The record owner of the Land is the ~~Governor~~.

~~Governor~~

HANOVER GENERAL PARTNERSHIP

By:  (SEAL)
Douglas H. Legum
General Partner

Filing Officer: After recordation, please return this Financing Statement to:


Samuel H. Clark, Jr.
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots 105A and 105B, as shown on a Plat of "Minor Subdivision - Lot 105 Parkway Industrial Center II - Parkway Drive South" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book EAC 3879, folio 41.

BEING KNOWN AND DESIGNATED as Lot No. 104A, as shown on a Plat entitled, "Resubdivision of Lot 104, Parkway Industrial Center II, Phase II," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 89, folio 10.

Indemnity
FINANCING STATEMENT

275936

TO BE RECORDED AMONG
THE *Financing* RECORDS OF
Anne Arundel County

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

- | | | |
|----|---|---|
| 1. | NAME AND ADDRESS
OF <i>Guarantor</i> | HANOVER GENERAL PARTNERSHIP
c/o Douglas Legum
Development, Inc.
6797 Dorsey Road
Baltimore, Maryland 21227 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY | EQUITABLE BANK, NATIONAL
ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department |

RECORD FEE 13.00
POSTAGE .50
#758790 0777 ROB T15421
01/06/89

CK

3. This Financing Statement covers all right, title and interest of the *Guarantor* in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deeds of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the *Guarantor's* obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other

186

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in 4 Indemnity Deeds of Trust, Assignment and Security Agreements of even date hereof (the "Deeds of Trust") executed by the ~~owner~~ for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deeds of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

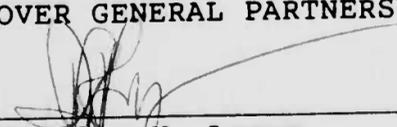
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The ~~Guarantor~~ certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

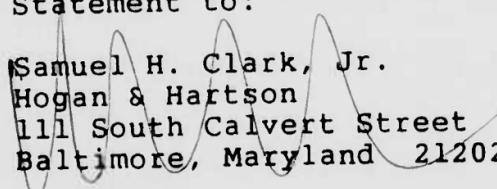
6. The record owner of the Land is the ~~Guarantor~~.

~~Guarantor~~

HANOVER GENERAL PARTNERSHIP

By:  (SEAL)
Douglas H. Legum
General Partner

Filing Officer: After recordation, please return this Financing Statement to:


Samuel H. Clark, Jr.
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 106B, as shown on a Plat entitled "Minor Subdivision of the Lot 106, Parkway Industrial Center II," which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC 3778, folio 289.

BOOK 536 PAGE 245

Indemnity
FINANCING STATEMENT

275937

30-7157 (4)

TO BE RECORDED AMONG
THE Financing RECORDS OF
Anne Arundel County

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

1. NAME AND ADDRESS OF Guarantor HANOVER GENERAL PARTNERSHIP
c/o Douglas Legum
Development, Inc.
6797 Dorsey Road
Baltimore, Maryland 21227

2. NAME AND ADDRESS OF SECURED PARTY EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department

RECORD FEE 18.00
POSTAGE .50
#259800 0777 R03 T15:21

3. This Financing Statement covers all right, title and interest of the Guarantor and to the following types (or items) of property:

01/06/89
CK

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deeds of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Guarantor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other

18 50

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in 4 Indemnity Deeds of Trust, Assignment and Security Agreements of even date hereof (the "Deeds of Trust") executed by the Guarantor for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deeds of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Guarantor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Guarantor

Guarantor

HANOVER GENERAL PARTNERSHIP

By: [Signature] (SEAL)
Douglas H. Legum
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

[Signature]
Samuel H. Clark, Jr.
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 101, as shown on Amended Plat one of one "Parkway Industrial Center II" phase II and recorded among the Land Records of Anne Arundel County in Liber 96, folio 50.

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

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

H. S. IANGHEM VAN BUREN
T/A Hunan Gourmet
360 Ritchie Highway
Severna Park, MD 21146

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

MAROX LEASING COMPANY
31 Pickburn Court
Cockeysville, MD 21030

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#260280 0777 R03 T09:44
01/07/89

4. This statement refers to original Financing Statement bearing File No. 266157

Filed with Anne Arundel Co. Date Filed 2-11 1987

BL
CLERK

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

10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

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

By: *Paige Schultz*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-3

1050

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) DOVELL AND WILLIAMS, INC. 7110 Crain Highway Glen Burnie MD 21061	2. Secured Party(ies) and address(es) VTCC INC. dba VOLVO WHITE TRUCK CREDIT COMPANY 128 East Front Street Buchanan MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #260330 0777 R03 T09:46 01/07/89

7. This statement refers to original Financing Statement No. 473-387 filed (date) 22 May 84 with Anne Arundel Co MD

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

By virtue of its merger into CLARK EQUIPMENT CREDIT CORPORATION, Secured Party has assigned all of its rights in the financing Statement described above to:

CLARK EQUIPMENT CREDIT CORPORATION
Circle Drive
Buchanan MI 49107

..... VTCC INC. dba VOLVO WHITE TRUCK CREDIT COMPANY
 By By *Anthony Keith Koutz*
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

4. <input type="checkbox"/> Filled for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) DOVELL AND WILLIAMS, INC. 7110 Crain Highway Glen Burnie MD 21061	2. Secured Party(ies) and address(es) VTCC INC. dba VOLVO WHITE TRUCK CREDIT COMPANY 128 East Front Street Buchanan MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 #260340 0777 R03 T09147 01/07/89 

7. This statement refers to original Financing Statement No. 473-388 filed (date) 22 May 84 with Anne Arundel Co MD

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

By virtue of its merger into CLARK EQUIPMENT CREDIT CORPORATION, Secured Party has assigned all of its rights in the financing Statement described above to:

CLARK EQUIPMENT CREDIT CORPORATION
 Circle Drive
 Buchanan MI 49107

..... VTCC INC. dba VOLVO WHITE TRUCK CREDIT COMPANY
 By *Sidney L. Lantz* Signature(s) of Secured Party(ies)
 Signature(s) of Debtor(s) (only on amendment)

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIN ST RECORDS OF
ANNE ARUNDEL COUNTY

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

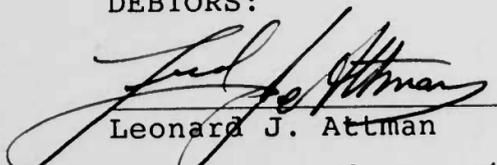
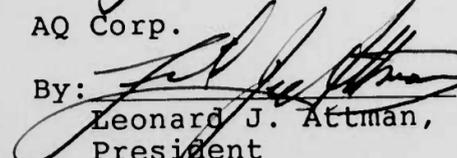
- | | |
|--|---|
| 1. NAMES AND ADDRESSES
OF DEBTORS: | LEONARD J. ATTMAN
and AQ CORP.
7779 New York Lane
Glen Burnie, Maryland
21061 |
| 2. NAME AND ADDRESS
OF SECURED PARTY: | EQUITABLE BANK, NATIONAL
ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department |

3. This Financing Statement covers all right, title and interest of the Debtors in and to, and the Debtors hereby grant the Secured Party a security interest in and to, the following types (or items) of property:

(a) All of their right, title and interest in and to the Contract of Sale described in Exhibit A attached hereto, together with proceeds and products thereof (both cash and non-cash).

4. The Debtors certify that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTORS:

 (SEAL)
Leonard J. Attman
AQ Corp.
By:  (SEAL)
Leonard J. Attman,
President

RECORD FEE 14.00
POSTAGE CKI .50
#260350 0777 R03 709:47
01/07/89

19.50

Filing Officer: After recordation, please return this Financing Statement to:

Samuel H. Clark, Jr.
Hogan & Hartson
111 South Calvert Street
Baltimore, MD 21202

SHC:1173C

EXHIBIT A

Contract of Sale dated Setpember 6, 1988 between AQ Corp. (which is wholly owned by Leonard J. Attman) and the Sylmar Corporation.

SHC:1174C

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259332

RECORDED IN LIBER 492 FOLIO 39 ON 11/22/85 (DATE)

1. DEBTOR

Name S&L Acquisition Company L.P.

Address 1133 Avenue of the Americas, New York, New York 10036

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as 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 10.00
POSTAGE .50
#260370-8777 R03 T09:48
01/07/89

CHECK FORM OF STATEMENT

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

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

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

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

TERMINATION

BL
CLERK

CHP

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

MANUFACTURERS HANOVER TRUST
COMPANY, Agent

Dated _____

Jane Sanders AvP
(Signature of Secured Party)

Type or Print Above Name on Above Line

1580

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261135

RECORDED IN LIBER 496 FOLIO 436 ON April 4, 1986 (DATE)

1. DEBTOR

Name Griffin, J. Donald and Roberta W.

Address 6855 Tulip Hill Terrace Bethesda, MD. 20816

2. SECURED PARTY

Name Horizon Financial F.A.

Address 1100 Mason Mills Bus. Park 1800 Byberry Rd. Huntington Valley, Pa. 19006

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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#260390 077 R03 109:49
01/07/89



Dated December 12, 1988

Karen I. Kannengieszer
(Signature of Secured Party)

Karen I. Kannengieszer A.V.P.
Type or Print Above Name on Above Line

aa

1050

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)
 Jeffrey D. Goldstein
 884 Coachway

2. Secured Party(ies) and address(es)
 IR RITTENHOUSE SQUARE CREDIT CORP.
 c/o Integrated Resources, Inc.
 666 Thrd Avenue
 New York, New York 10017

3. Maturity date (if any):
 For Filing Officer (Date, Time, Number, and Filing Office)
 RECORD FEE 11.00
 POSTAGE .50
 #260410 0777 R03 T09:50
 GK 01/07/89

4. This financing statement covers the following types (or items) of property:
~~Anna Pous MD 21401~~
 Debtor's limited partnership interest in Rittenhouse Square Associates Limited Partnership, a Connecticut 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.

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: *Jeffrey D. Goldstein*
 Signature(s) of Debtor(s)
 Title: IR RITTENHOUSE SQUARE CREDIT CORP.
 By: *James B. Attorney-in-fact*
 Signature(s) of Secured Party(ies)
 Title: (For Use In Most States)

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

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 6

Identification No. 259706

Dated December 24, 1985

1. Debtor(s) { Mr. Dennis Mullineaux and Fran R. Mullineaux
Name or Names—Print or Type
513 Baylor Road Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party { Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50
#260430 0777 R03 T09:50
01/07/89

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



Dated: December 30, 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)

1350

13.00
21.00

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506

Page No. 185

Identification No. 265175

Dated December 16, 1986

1. Debtor(s) { Charles W. Meeks, Jr.
Name or Names—Print or Type
905 Langley Road Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 12.00
POSTAGE .50
#260440 0777 R03 109:51
01/07/89

<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>



7/4

Dated: December 30, 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)

1250

13.50

AJH/10-27-88
1451v

ANNE ARUNDEL COUNTY
FINANCING RECORDS

FINANCING STATEMENT

- / / To Be Recorded in the Land Records.
- / X/ To Be Recorded among the Financing Statement Records.
- / / Not Subject to Recordation Tax.

/ / Subject to Recordation Tax on an initial debt in the principal amount of \$ N/A. The Debtor(s) certify(ies) 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 N/A.

Debtor(s) Name(s) and Address(es):

WATER TOYS, INC.
528 COLLEGE PARKWAY
ANNAPOLIS, MD 21401

Secured Party:

The Columbia Bank
 10480 Little Patuxent
 Parkway
 Columbia, Maryland 21044

RECORD FEE 13.00
 POSTAGE .50
 #260460 0777 R03 109151
 01/07/89

This Financing Statement covers the property checked below:

/ X/ Inventory. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

/ X/ Accounts. All of the accounts of each Debtor both now owned and hereafter acquired.

/ X/ General Intangibles. All of the general intangibles of each Debtor both now owned and hereafter acquired.

/ X/ Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created.

/ / All Equipment and Fixtures. All of the equipment of each Debtor, both now owned and hereafter acquired.

/ / Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

/ / Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

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.

/ / Fixtures. If this box is checked, all or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____

Debtor(s)
(Individual(s))

(Corporation or Partnership)

N/A (SEAL)
Name of Borrower

WATER TOYS, INC.

1350

AJH/10-27-88
1451v

SCHEDULE A

Other Property:

Property description of real estate where fixtures are located:

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275941

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$83,490.70

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

This financing statement Dated Nov. 30, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FUTURECARE HEALTH MANAGEMENT CORP. (Chesapeake Manor Extended Care Center) 7779 New York Lane, Glen Burne MD 21061

2. SECURED PARTY

Name OMNI MANUFACTURING INC. Address 4355 International Blvd., Norcross GA 30093

Attn: Norton Schneps Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 1, 1989

4. This financing statement covers the following types (or items) of property: (list) See Attached List of Equipment consisting of 10 pages (The Purchase Order)

RECORD FEE 54.00 RECORD TAX 584.50

POSTAGE #260470 DT77 R03 109:53 01/07/89

CHECK THE LINES WHICH APPLY

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

BT: [Signature] Gary Attman (Signature of Debtor)

FUTURECARE HEALTH MANAGEMENT CORP. Type or Print Above Name on Above Line

[Signature] Gary Attman (Signature of Debtor)

[Signature] Norton Schneps (Signature of Secured Party)

Chesapeake Manor Extended Care Center Type or Print Above Signature on Above Line
OMNI MANUFACTURING INC Type or Print Above Signature on Above Line

54 584.50 50



OMNI MANUFACTURING INC.

SPECIAL STIPULATIONS AND TERMS OF SALE

1. The term "collateral" as used herein means the property described in the foregoing Omni Manufacturing, Inc. Purchase Order consisting of 10 pages (the "Purchase Order") and any and all attachments, accessories, and equipment now or hereafter attached thereto.
 2. Omni Manufacturing, Inc. hereby reserves and Buyer hereby grants to Omni Manufacturing, Inc. a security interest in the collateral to secure the payment of the total amount of the Purchase Order as well as any other indebtedness or liability of Buyer to Omni Manufacturing, Inc., however and whenever incurred or evidenced. Loss, injury to, or destruction of the collateral shall not release Buyer's obligations hereunder. Buyer shall keep the collateral insured against loss or damage by fire or theft and such other risks and in such amounts as Omni Manufacturing, Inc. may request. Buyer agrees not to sell, transfer, encumber or otherwise dispose of the collateral without the written consent of Omni Manufacturing, Inc.
 3. Buyer's chief places of business are located at the addresses set forth on the Purchase Order and the collateral will be located at such address. Buyer will not move any of the collateral from said location without the prior written consent of Omni Manufacturing, Inc. The collateral is now and shall be and remain personal property, notwithstanding the manner in which the collateral or any part thereof shall be now or hereafter affixed, attached or annexed to real estate.
 4. Buyer will execute such other documents, including specifically a UCC Form 1 Financing Statement, as may be deemed necessary by Omni Manufacturing, Inc. to perfect the security interest of Omni Manufacturing, Inc. in the collateral.
 5. "Default" as used herein shall be defined as the failure of Buyer to comply with the terms of the Purchase Order, including these Special Stipulations. Upon Default by Buyer, Omni Manufacturing, Inc. shall be entitled to enforce all rights and remedies of a secured party under the Uniform Commercial Code or other applicable statute or rule, in any jurisdiction in which enforcement is sought, all such rights and remedies being cumulative and not exclusive.
 6. Full payment of each item in the amount shown on the Purchase Order is due upon receipt of said item by the Buyer. It is understood that Omni Manufacturing, Inc. functions as a vendor and not as a sub-contractor and, therefore, the cost of each item will be paid in full without retainage, upon receipt.
 7. If delivery of the collateral is not made at the time of the execution of the Purchase Order, Omni Manufacturing, Inc. may insert the identifying numbers and marks of the collateral in its counterpart of the Purchase Order after it has been signed by Buyer. Omni Manufacturing, Inc. is authorized to correct patent errors in the Purchase Order.
 8. Upon Default, Buyer shall assemble the collateral and hold it at Omni Manufacturing, Inc.'s disposition.
 9. Any item not accepted by Buyer will be handled on an individual basis. If any item is unsatisfactory for any reason, the Buyer will notify Omni Manufacturing, Inc. within five (5) days from receipt of such item by Buyer. If Omni Manufacturing, Inc. is not notified within said five (5) day period, the Buyer shall be deemed to have accepted such item and shall pay the cost thereof pursuant to Paragraph 6.
 10. The Buyer has carefully examined the description of each item listed on the attached Purchase Order, is fully aware of the collateral described therein, and acknowledges its suitability for its intended use.
 11. Claims for damages to items of collateral drop shipped by Omni Manufacturing, Inc. and incurred during transit shall be the responsibility of the Buyer.
 12. A late charge of one and one-half per cent (1-1/2%)* per month shall be added to the cost of any item of collateral not paid for pursuant to Paragraph 6.
 13. This Agreement is made under and shall be construed in accordance with the laws of the State of Georgia.
 14. This Purchase Order constitutes an offer by Omni Manufacturing, Inc. to Buyer and may be accepted by Buyer for a period of 30 days from the date of the Purchase Order.
- The foregoing Purchase Order, including the Special Stipulations and Terms of Sale has been reviewed and agreed to this 29 day of November, 1988.

"BUYER"
 FUTURECARE HEALTH MANAGEMENT CORP.
 Chesapeake Manor Extended Care Center

By

 Gary Attman

"SELLER"
 OMNI MANUFACTURING INC.

By

 Norton Schneps



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
 4355 INTERNATIONAL BLVD., NORCROSS, GEORGIA 30093
 TELEPHONE (404) 923-0018

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		***** RESIDENT ROOM FURNITURE *****				
002	A611	BED, HI-LO (PREMIER/SHUR-LOCK) 76 76" SPRING, DOUBLE GATCH WITH PATENTED "SHUR-LOCK" LEG LOCKING SAFETY SYSTEM. EXTRA HEAVY GAUGE STEEL FRAME. BACTERIOSTATIC EPOXY FINISH. FOUR 3" NON-MARKING CASTERS. >15 YEAR WARRANTY. MODEL #200 >LEG LOCK SYSTEM LOCKS BED TO FLOOR AT ANY HEIGHT.	150	EA	172.95	25942.50
003	A633	HEAD/FOOTBOARD (S-L M) FOR SHUR-LOK/PLUS RED WITH MAIN FRAME BED END MOUNTS. HIGH PRESSURE LAMINATE SURFACE T-MOLD EDGES. *GOLDEN OAK, SHAPED HB ONLY *MATCH T-MOLD FOOT. NO ROUT	150	PR	22.00	3300.00
004	A615	RAILS, SAFETY SIDE, (PREMIER) FM FRAME MOUNT. (MOUNTS TO FRAME OF PREMIER/SHUR-LOK BED) CHROME STEEL, TELESCOPING, THREE BAR TYPE, HEAVY DUTY MOUNTING BRACKETS.	150	PR	54.95	8242.50
006	A27	OVERBED TABLE BASE, EPOXY/SSSS INFINITE STOP LIFT, EPOXY COL. & BASE, STAINLESS SCUFF PLATE. MODIFIED "H" BASE ALLOWS USE WITH CHAIR AS WELL AS BED. ADJUSTS 27 1/2" TO 43 1/2".	150	EA	46.95	7042.50
007	A28	TOP, FOR OVERBED TABLE LAMINATE WITH PLASTIC T-MOLD EDGE. CHOICE OF FINISHES. MODEL 13-01-02 *GOLDEN OAK, MATCH T-MOLD	150	EA	8.00	1200.00



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
 4355 INTERNATIONAL BLVD., NORCROSS, GEORGIA 30093
 TELEPHONE (404) 923-0018

BOOK 536 PAGE 266

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520 2
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
008	A30	BEDSIDE CABINET, ONE DRAWER/ ONE DOOR (W/ SHELF). LAMINATE FINISH. TOWELS, GLUE & SCREW BLOCK CONSTRUCTION. HEAVY DUTY DRAWER WITH METAL ROLLER GLIDE. CHOICE OF BASIC STYLES, FINISHES. 21"W X 18"D X 30"H. MODEL 14-01-00 *STYLE 200, (STUCKEY) *GOLDEN OAK	150	EA	86.95	13042.50
009	A9222	TOWEL BAR, LOOSE BAIL TYPE >> CUSTOMER INSTALLS.	150	EA	4.25	637.50
010	A381	PATIENT CHAIR, BUNYAN HIGH BACK, 2" SQ. FRONT LEG, EXTRA HEAVY HARDWOOD FRAME, EXTRA THICKNESS SEAT AND BACK, DOUBLE DOWELED, GLUED AND CORNER BLOCKED. EASY-CLEAN CUT OUT BACK. 25 1/4W, 31 1/2D, 40H ADD \$6.00 IF CARTONED *NATURAL FINISH CHAIR VINYL COLORS: (60) HEIDI TEA ROSE (40) GLASGOW BUFF (50) GLASGOW SPRUCE ***** FRONT LOBBY 319 *****	150	EA	69.95	10492.50
015	T201	QUEEN ANNE WING SOFA CAMEL BACK, ROLL ARM, TIGHT CUSHION SEAT AND BACK CUT-OUTS ON BACK AND SIDES FOR EASY CLEAN UP. 33H, 30D, 71W YARDAGE 7.5 YDS. (LAM + .8) *MORBERN GLASGOW BUFF	1	EA	280.25	280.25
016	T205	QUEEN ANNE PULL-UP CHAIR	2	EA	151.05	302.10



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
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 TELEPHONE (404) 923-0018

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520 3
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
017	T204	CAMEL BACK, ROLL ARM. TIGHT CUSHION SEAT AND BACK. CUT-OUTS ON BACK AND SIDES FOR EASY CLEAN UP. 37H, 26D, 26W YARDAGE 4.5 YDS. (LAM + .5 YD) *HEIDI FRAGILE PINK	2	EA	184.30	368.60
018	X503	LAMP TABLE, ROUND, "MEDAL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 25"DIA., 21"H	2	EA	104.45	208.90
019	X504	COCKTAIL TABLE, OVAL, "MEDAL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 26"W, 44"L, 16"H	1	EA	126.82	126.82
020		SK #20-302 ROUND QUEEN ANNE TABLE 42" CLOSED, 54" WITH LEAF, CHERRY FINISH QTY. (1) ***** CHAPEL 331 *****				285.71
022	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK	4	EA	77.55	310.20



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
 4355 INTERNATIONAL BLVD., NORCROSS, GEORGIA 30093
 TELEPHONE (404) 923-0018

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECAPE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520 4
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
023		CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, WIDE ARM *GLASGOW BUFF REGENCY SERIES WESTRIDGE, MODEL 64/835/3 SOFA TABLE CONTEMPORARY STYLING QTY. (1)				148.78
		***** DINING ROOM 360 *****				
025	D42SE	TABLE TOP, 42", RD. OR SQ., SE HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART 4323-6 ROSETONE *NOVA, SELF EDGE, SQUARE	24	EA	75.05	1801.20
026	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	24	EA	37.52	900.48
027	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FIN, WIDE ARM (48) *FRAG. PINK, (48) GLASGOW BUFF	96	EA	77.55	7444.80
		***** DAY ROOM 332, (GREEN ROOM) *****				
029	D42SE	TABLE TOP, 42", RD. OR SQ., SE	2	EA	75.05	150.10



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
 4355 INTERNATIONAL BLVD., NORCROSS, GEORGIA 30093
 TELEPHONE (404) 923-0018

BOOK 536 PAGE 268

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520 4
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
023		CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, WIDE ARM *GLASGOW BUFF REGENCY SERIES WESTRIDGE, MODEL 64/835/3 SOFA TABLE CONTEMPORARY STYLING QTY. (1) ***** DINING ROOM 360 *****				148.78
025	D42SE	TABLE TOP, 42", RD. OR SQ., SE HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART 4323-6 ROSETONE *NOVA, SELF EDGE, SQUARE	24	EA	75.05	1801.20
026	D54B	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	24	EA	37.52	900.48
027	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FIN, WIDE ARM (48) *FRAG. PINK, (48) GLASGOW BUFF ***** DAY ROOM 332, (GREEN ROOM) *****	96	EA	77.55	7444.80
029	D42SE	TABLE TOP, 42", RD. OR SQ., SE	2	EA	75.05	150.10



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
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 TELEPHONE (404) 923-0018

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TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3025
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520
 DATE 11/30/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY

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ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART D40-6 SEASHELL *SELF EDGE. SQUARE				
030	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	2	EA	37.52	75.04
031	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, WIDE ARM *GLASGOW SPRUCE	8	EA	77.55	620.40
032	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK. CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE COM YARDAGE: 5.5 YDS (LAM + .5) *GLASGOW SPRUCE	1	EA	237.50	237.50
033	C25	SOFA, CONTEMPORARY, SLED BASE SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FRAME FINISHES CHOICE OF VINYL COLORS 65 X 29 (A GRADE VINYL) *PERCEPTION FINISH *GLASGOW SPRUCE	1	EA	263.15	263.15



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PROPOSAL NO. 003520 6
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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
034	C2802	END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-2D 19W, 25 1/2L, 20H ***** DAY ROOM 200 (WHITE ROOM) *****	2	EA	56.05	112.10
036	D425E	TABLE TOP, 42", RD. OR SQ., 5/8" HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART 1572-6 ANT WHITE *SELF EDGE, SQUARE	2	EA	75.05	150.10
037	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	2	EA	37.52	75.04
038	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH *AMBASSADOR M-14 SNOW WHITE	8	EA	77.55	620.40
039	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK. CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE COM YARDAGE: 5.5 YDS (LAM + .5)	1	EA	237.50	237.50



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 7779 NEW YORK LANE
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 CHESAPEAKE MANOR

PROPOSAL NO. 003520
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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
040	C25	*M-14 SNOW WHITE SOFA, CONTEMPORARY, SLED BASE SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FRAME FINISHES CHOICE OF VINYL COLORS 65 X 29 (A GRADE VINYL) *PERCEPTION FINISH *M-14 SNOW WHITE	1	EA	263.15	263.15
041	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN, SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, WIDE ARM *M-14 SNOW WHITE	2	EA	77.55	155.10
042	C2R02	END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-20 19W, 25 1/2L, 20H ***** DAY ROOM 130 (PEACH ROOM) *****	3	EA	56.05	168.15
044	D42SE	TABLE TOP, 42", RD. OR SQ., SE HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART D51-13 PEACH *SELF EDGE, SQUARE	2	EA	75.05	150.10
045	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO	2	EA	37.52	75.04



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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
046	C25	CLEAR WHEEL CHAIRS BLACK WRINKLE FINISH SOFA, CONTEMPORARY, SLED BASE SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FRAME FINISHES CHOICE OF VINYL COLORS 65 X 29 (A GRADE VINYL) *PERCEPTION FINISH *GLASGOW PARFAIT	1	EA	263.15	263.15
047	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK, CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE COM YARDAGE: 5.5 YDS (LAM + .5) *GLASGOW PARFAIT	1	EA	237.50	237.50
048	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN, SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, WIDE ARM *GLASGOW PARFAIT	10	EA	77.55	775.50
049	C2802	END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-20 19W, 25 1/2L, 20H ***** RECREATION ROOM 327 *****	3	EA	56.05	168.15
051	N02	FOLDING TABLE, 30" X 72" 3/4" CORE WITH HIGH PRESSURE LAMINATED SURFACES & BACKER.	3	EA	62.70	188.10



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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
052	015	STEEL FRAME, 1 1/8" FOLDING LEGS, 29" HIGH. WALNUT TOP WITH BLACK BULL- NOSE EDGE. CHAIR, ARM, DELUXE STACK CHROME FRAME, WALNUT ARMS VINYL SEAT AND BACK MODEL 16-06 CHOICE OF VINYL COLORS *AMBASSADOR M-95 OYSTER WHITE ***** EMPLOYEE LOUNGE 358 *****	12	EA	27.07	324.84
054	036T	TABLE TOP, 36", RD. OR SQ., T-MOLD HIGH PRESSURE LAMINATE FINISH WITH BLACK T-MOLD EDGE. 36" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT. *BANNISTER OAK, BLACK T-MOLD *SQUARE TOP	3	EA	44.50	133.50
055	0543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	3	EA	37.52	112.56
056	016	CHAIR, SIDE, DELUXE STACK CHROME FRAME VINYL SEAT AND BACK CHOICE OF VINYL COLORS MODEL 16-07 *AMBASSADOR M-95 OYSTER WHITE ***** THERAPY 328 *****	12	EA	25.17	302.04
058	623	PARALLEL BARS, 7	1	EA	407.55	407.55



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 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHESAPEAKE MANOR

PROPOSAL NO. 003520 10
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 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
059	626	7 FT. PORTABLE/FOLDING HEIGHT ADJUSTABLE 27" TO 40" FOLDS TO 8" WIDE X 9' LENGTH	1	EA	312.55	312.55
060	627	SHOULDER WHEEL, 36" WALL MOUNTED ROLLER BEARING WHEEL, WHEEL HEIGHT MAY BE ADJUSTED TO ACCOMMODATE DIFFERENT HEIGHT INDIVIDUALS. ADJUSTABLE HANDLE PERMITS SETTING AN ARC FROM 12" TO 36". RESISTANCE CONTROL KNOB.	1	EA	63.65	63.65
061	631	SHOULDER LADDER 58" HIGH BASIC ITEM FOR UPPER EXTREM- ITY EXERCISE. SERIES OF 36 VERTICAL STEPS. CONSTRUCTED OF WOOD. 1 1/2"D X 2 1/2"W X 58"H	1	EA	293.55	293.55
063	F11A	MIRROR, SINGLE, 72" ONE MIRROR FRAME 27" WIDE, MOUNTED ON NON-TIP BALL BEARING CASTERS. ***** NURSES STATIONS (THREE) *****	3	EA	34.20	102.60
064	F12	CLOCK, ELECTRIC UL LISTED, EASY-TO-READ LARGE NUMBERS, 13" DIAMETER	3	EA	160.55	481.65
065		REFRIGERATOR, 2 CU. FT. COUNTER TOP, W/ FREEZER SECTION, MODEL 29-07 WHITE				
		FREIGHT.....				8626.75
					TOTAL	98224.35



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PROPOSAL NO. 003520 10
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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		(APPROVED BY) _____ (DATE) _____				
SHIP TO:		CHESAPEAKE MANOR EXTENDED CARE CENTER 305 COLLEGE PARKWAY ARNOLD, MD 21012 301-766-6484				
PRICES:		F. O. B. FACTORY DO NOT INCLUDE INSTALLATION. DO NOT INCLUDE APPLICABLE TAXES.				

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275942

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$83,420.03

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

This financing statement Dated Nov. 30, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FUTURECARE HEALTH MANAGEMENT CORP. (Cherrywood Manor Extended Care Center) 7779 New York Lane, Glen Burnie, MD 21061

2. SECURED PARTY

Name OMNI MANUFACTURING INC.
Address 4355 International Blvd., Norcross GA 30093
Attn: Norton Schneps

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

3. Maturity date of obligation (if any) October 1, 1989

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

See Attached List of Equipment consisting of 9 pages (The Purchase Order)

RECORD FEE 46.00
RECORD TAX 524.50
POSTAGE .50

#260480 C777 R03 T09:53

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)

CK
01/07/89

(Signature of Debtor) Gary Attman

FUTURECARE HEALTH MANAGEMENT CORP.
Type or Print Above Name on Above Line

(Signature of Debtor) Gary Attman

Cherrywood Manor Extended Care Center
Type or Print Above Signature on Above Line

(Signature of Secured Party) Norton Schneps

OMNI MANUFACTURING INC.
Type or Print Above Signature on Above Line

Handwritten notes: 46, 504.50, 150



OMNI MANUFACTURING INC.

SPECIAL STIPULATIONS AND TERMS OF SALE

1. The term "collateral" as used herein means the property described in the foregoing Omni Manufacturing, Inc. Purchase Order consisting of 9 pages (the "Purchase Order") and any and all attachments, accessories, and equipment now or hereafter attached thereto.
2. Omni Manufacturing, Inc. hereby reserves and Buyer hereby grants to Omni Manufacturing, Inc. a security interest in the collateral to secure the payment of the total amount of the Purchase Order as well as any other indebtedness or liability of Buyer to Omni Manufacturing, Inc., however and whenever incurred or evidenced. Loss, injury to, or destruction of the collateral shall not release Buyer's obligations hereunder. Buyer shall keep the collateral insured against loss or damage by fire or theft and such other risks and in such amounts as Omni Manufacturing, Inc. may request. Buyer agrees not to sell, transfer, encumber or otherwise dispose of the collateral without the written consent of Omni Manufacturing, Inc.
3. Buyer's chief places of business are located at the addresses set forth on the Purchase Order and the collateral will be located at such address. Buyer will not move any of the collateral from said location without the prior written consent of Omni Manufacturing, Inc. The collateral is now and shall be and remain personal property, notwithstanding the manner in which the collateral or any part thereof shall be now or hereafter affixed, attached or annexed to real estate.
4. Buyer will execute such other documents, including specifically a UCC Form 1 Financing Statement, as may be deemed necessary by Omni Manufacturing, Inc. to perfect the security interest of Omni Manufacturing, Inc. in the collateral.
5. "Default" as used herein shall be defined as the failure of Buyer to comply with the terms of the Purchase Order, including these Special Stipulations. Upon Default by Buyer, Omni Manufacturing, Inc. shall be entitled to enforce all rights and remedies of a secured party under the Uniform Commercial Code or other applicable statute or rule, in any jurisdiction in which enforcement is sought, all such rights and remedies being cumulative and not exclusive.
6. Full payment of each item in the amount shown on the Purchase Order is due upon receipt of said item by the Buyer. It is understood that Omni Manufacturing, Inc. functions as a vendor and not as a sub-contractor and, therefore, the cost of each item will be paid in full without retainage, upon receipt.
7. If delivery of the collateral is not made at the time of the execution of the Purchase Order, Omni Manufacturing, Inc. may insert the identifying numbers and marks of the collateral in its counterpart of the Purchase Order after it has been signed by Buyer. Omni Manufacturing, Inc. is authorized to correct patent errors in the Purchase Order.
8. Upon Default, Buyer shall assemble the collateral and hold it at Omni Manufacturing, Inc.'s disposition.
9. Any item not accepted by Buyer will be handled on an individual basis. If any item is unsatisfactory for any reason, the Buyer will notify Omni Manufacturing, Inc. within five (5) days from receipt of such item by Buyer. If Omni Manufacturing, Inc. is not notified within said five (5) day period, the Buyer shall be deemed to have accepted such item and shall pay the cost thereof pursuant to Paragraph 6.
10. The Buyer has carefully examined the description of each item listed on the attached Purchase Order, is fully aware of the collateral described therein, and acknowledges its suitability for its intended use.
11. Claims for damages to items of collateral drop shipped by Omni Manufacturing, Inc. and incurred during transit shall be the responsibility of the Buyer.
12. A late charge of one and one-half per cent (1-1/2%)* per month shall be added to the cost of any item of collateral not paid for pursuant to Paragraph 6.
13. This Agreement is made under and shall be construed in accordance with the laws of the State of Georgia.
14. This Purchase Order constitutes an offer by Omni Manufacturing, Inc. to Buyer and may be accepted by Buyer for a period of 30 days from the date of the Purchase Order.

The foregoing Purchase Order, including the Special Stipulations and Terms of Sale has been reviewed and agreed to this 29 day of November, 1988.

"BUYER"
FUTURECARE HEALTH MANAGEMENT CORP
Cherrywood Manor Extended Care Center

"SELLER"
OMNI MANUFACTURING INC.

By [Signature]
Gary Attman

By [Signature]
Norton Schneps



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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY

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ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
002	A611	***** RESIDENT ROOM FURNITURE ***** BED, HI-LO (PREMIER/SHURLOCK) 76 76" SPRING. DOUBLE GATCH WITH PATENTED "SHUR-LOCK" LEG LOCKING SAFETY SYSTEM. EXTRA HEAVY GAUGE STEEL FRAME. BACTERIOSTATIC EPOXY FINISH. FOUR 3" NON-MARKING CASTERS. >15 YEAR WARRANTY. MODEL #200 >LEG LOCK SYSTEM LOCKS BED TO FLOOR AT ANY HEIGHT.	161	EA	172.95	27844.95
003	A633	HEAD/FOOTBOARD (S-L M) FOR SHUR-LOK/PLUS BED WITH MAIN FRAME BED END MOUNTS. HIGH PRESSURE LAMINATE SURFACE T-MOLD EDGES. *GOLDEN OAK, SHAPED HB ONLY *MATCH T-MOLD FOOT, NO ROUT	161	1	22.00	3542.00
004	A615	RAILS, SAFETY SIDE, (PREMIER) FM FRAME MOUNT. (MOUNTS TO FRAME OF PREMIER/SHUR-LOK BED) CHROME STEEL. TELESCOPING. THREE BAR TYPE. HEAVY DUTY MOUNTING BRACKETS.	161	PR	54.95	8846.95
006	A27	OVERBED TABLE BASE, EPOXY/SSSS INFINITE STOP LIFT. EPOXY COL. & BASE. STAINLESS SCUFF PLATE. MODIFIED "H" BASE ALLOWS USE WITH CHAIR AS WELL AS BED. ADJUSTS 27 1/2" TO 43 1/2".	161	EA	46.95	7558.95
007	A28	TOP, FOR OVERBED TABLE LAMINATE WITH PLASTIC T-MOLD EDGE. CHOICE OF FINISHES. MODEL 13-01-02 *GOLDEN OAK, MATCH T-MOLD	161	EA	8.00	1288.00



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PROPOSAL NO. 002195 2
 DATE 12/01/88
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 F.O.B. FACTORY

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
008	A30	BEDSIDE CABINET, ONE DRAWER/ ONE DOOR [W/ SHELF]. LAMINATE FINISH. DOWELS, GLUE & SCREW BLOCK CONSTRUCTION. HEAVY DUTY DRAWER WITH METAL ROLLER GLIDE. CHOICE OF BASIC STYLES, FINISHES. 21"W X 18"D X 30"H. MODEL 14-01-00 *STYLE 200, (STUCKEY) *GOLDEN OAK	161	EA	86.95	13998.95
009	A9222	TOWEL BAR, LOOSE BAIL TYPE >> CUSTOMER INSTALLS.	161	EA	4.25	684.25
010	A381	PATIENT CHAIR, BUNYAN HIGH BACK. 2" SQ. FRONT LEG. EXTRA HEAVY HARDWOOD FRAME. EXTRA THICKNESS SEAT AND BACK. DOUBLE DOWELED, GLUED AND CORNER BLOCKED. EASY-CLEAN CUT OUT BACK. 25 1/4W, 31 1/2D, 40H ADD \$6.00 IF CARTONED *NAT FINISH, (59) FRAGILE PINK *(102) TEA ROSE ***** FRONT LOBBY 001 *****	161	EA	69.95	11261.95
014	T201	QUEEN ANNE WING SOFA CAMEL BACK. ROLL ARM. TIGHT CUSHION SEAT AND BACK CUT-OUTS ON BACK AND SIDES FOR EASY CLEAN UP. 33H, 30D, 71W YARDAGE 7.5 YDS. (LAM + .8) *MORBERN GLASGOW FLANNEL *BLIFF	2	EA	280.25	560.50
015	T204	QUEEN ANNE WING CHAIR CAMEL BACK. ROLL ARM. TIGHT CUSHION SEAT AND BACK. CUT-OUTS ON BACK AND SIDES	2	EA	184.30	368.60



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PROPOSAL NO. 002195 3
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LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
016	T205	FOR EASY CLEAN UP. 39H, 32D, 29W YARDAGE 5 YDS. (LAM + .5 YDS) *HEIDI OCEAN BLUE QUEEN ANNE PULL-UP CHAIR CAMEL BACK. ROLL ARM. TIGHT CUSHION SEAT AND BACK. CUT-OUTS ON BACK AND SIDES FOR EASY CLEAN UP. 32H, 26D, 26W YARDAGE 4.5 YDS. (LAM + .5 YD) *HEIDI LILAC	3	EA	151.05	453.15
017	X501	RECTANGLE END TABLE, "MEDAL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 26"W, 20"L, 21"H	2	EA	94.05	188.10
018	X503	LAMP TABLE, ROUND, "MEDAL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 25"DIA., 21"H	2	EA	104.45	208.90
019	X504	COCKTAIL TABLE, OVAL, "MEDAL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 26"W, 44"L, 16"H	1	EA	126.82	126.82
020	X507	SOFA TABLE, "MEDALL" MEDALLION COLLECTION CLASSICAL QUEEN ANNE DESIGN ROSEWOOD WITH SAPELE BORDERS CHERRY FINISH 48"L, 16"L, 30"H ***** RECREATION 033	1	EA	158.17	158.17



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
 THE OMNI COMPLEX
 4355 INTERNATIONAL BLVD., NORCROSS, GEORGIA 30093
 TELEPHONE (404) 923-0018

BOOK 536 PAGE 281

TELE: (404) 923-0018
 800 554-9215
 FAX: (404) 923-0839

TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 4
 DATE 12/01/88
 TERMS REC OF INVOICE ORIGINAL
 F.O.B. FACTORY

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
022	D15	***** CHAIR, ARM, DELUXE STACK CHROME FRAME, WALNUT ARMS VINYL SEAT AND BACK MODEL 16-06 CHOICE OF VINYL COLORS *AMBASSADOR M-63 MAUVE *****	12	EA	27.07	324.84
024	D42T	***** DAYROOM / CHAPEL 1ST FLOOR ***** TABLE TOP, 42", RD. OR SQ, T-MLD, HIGH PRESSURE LAMINATE FINISH WITH BLACK T-MOLD EDGE. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT. 42" ROUND OR SQUARE W/ RADIUS CORNERS. *WILSON ART 1572-6 ANT. WHITE *PUTTY T-MOLD, SQUARE TOP	2	EA	72.87	145.74
025	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH	2	EA	37.52	75.04
026	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK. CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE COM YARDAGE: 5.5 YDS (LAM + .5) *HEIDI FRAGILE PINK	1	EA	237.50	237.50
027	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK	8	EA	77.55	620.40



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 5
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
028	C2802	CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, HEIDI *FRAGILE PINK END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-20 19W, 25 1/2L, 20H ***** DINING ROOM *****	1	EA	56.05	56.05
030	D42SE	TABLE TOP, 42", RD. OR SQ., SE HIGH PRESSURE LAMINATE FINISH WITH MATCHING SELF EDGING. 42" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT *WILSON ART 4320-6 BLUE NOVA *SELF EDGE, SQUARE	20	EA	75.05	1501.00
031	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH *WHEELCHAIR HEIGHT COLUMN	20	EA	37.52	750.40
032	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FIN, WIDE ARM *(30) OCEAN BLUE, (30) F. PINK ***** EMPLOYEE LOUNGE 029 *****	60	EA	77.55	4653.00



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
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BOOK 536 PAGE 283
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 800 554-9215
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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 6
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
034	D36T	TABLE TOP, 36", RD. OR SQ., T-MOLD HIGH PRESSURE LAMINATE FINISH WITH BLACK T-MOLD EDGE. 36" ROUND OR SQUARE W/ RADIUS CORNERS. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT. *WINCHESTER WALNUT, SQUARE *BLACK T-MOLD	5	EA	44.50	222.50
035	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH *WHEELCHAIR HEIGHT COLUMN	5	EA	37.52	187.60
036	D16	CHAIR, SIDE, DELUXE STACK CHROME FRAME VINYL SEAT AND BACK CHOICE OF VINYL COLORS MODEL 16-07 *AMBASSADOR M-63 MAUVE ***** EXAM ROOM 132 *****	20	EA	25.17	503.40
038	G02	TREATMENT/EXAM TABLE ALUMINUM. 27"W X 72"L X 30"H MODEL 30-12 ***** NURSES STATIONS (THREE) *****	1	EA	160.55	160.55
040	F11A	CLOCK, ELECTRIC UL LISTED, EASY-TO-READ LARGE NUMBERS. 13" DIAMETER	3	EA	34.20	102.60
041	F12	REFRIGERATOR, 2 CU. FT.	3	EA	160.55	481.65



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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 7
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		COUNTER TOP, W/ FREEZER SECTION. MODEL 29-07 WHITE ***** DAY ROOM 336 *****				
043	C26	LOVESEAT, CONTEMPORARY SLED BASE, SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FINISHES CHOICE OF VINYL COLORS 44 X 29 (A GRADE VINYL) *PERCEPTION FINISH, AMBASSADOR * M39 CORAL	2	EA	194.75	389.50
044	C27	CHAIR, CONTEMPORARY, SLED BASE SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FRAME FINISHES CHOICE OF VINYL COLORS 23 X 29D (A GRADE VINYL) *PERCEPTION FINISH, AMBASSADOR *(4) M-39 CORAL, (3)M-14 WHITE	7	EA	124.92	874.44
045	C2802	END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-2D 19W, 25 1/2L, 20H	5	EA	56.05	280.25
046	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK. CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE COM YARDAGE: 5.5 YDS (LAM + .5) *AMMBASSADOR M-14 SNOW WHITE *****	1	EA	237.50	237.50



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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 8
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY

ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		DAY ROOM 215 *****				
048	D42T	TABLE TOP, 42", RD. OR SQ, T-MLD, HIGH PRESSURE LAMINATE FINISH WITH BLACK T-MOLD EDGE. STANDARD FINISHES: NEPAL TEAK OR WINCHESTER WALNUT. 42" ROUND OR SQUARE W/ RADIUS CORNERS. *WILSON ART D51-1 PEACH, PUTTY *T-MOLD EDGE, SQUARE TOP	2	EA	72.87	145.74
049	D543	WHEELCHAIR BASE 36"/42" TABLE PEDESTAL W/30" BASE SPREAD CAST IRON SPIDER EXTRA HEIGHT COLUMN TO CLEAR WHEELCHAIRS BLACK WRINKLE FINISH *WHEELCHAIR HEIGHT COLUMN	2	EA	37.52	75.04
050	D02	CHAIR, DINING/GAME/CONF, SLED CONTEMPORARY DESIGN. SOLID HARDWOOD FRAME UPHOLSTERED SEAT AND BACK CHOICE OF VINYL COLORS CHOICE OF FRAME FINISH *PERCEPTION FINISH, AMBASSADOR *(4)M-14 WHITE, (4) M-39 CORAL	8	EA	78.37	626.96
051	T501	PATIENT ROCKER, STATIONARY TIGHT SEAT AND BACK CUSHIONS HIGH WING BACK. CUT-OUT ON BACK AND SIDES FOR EASY CLEAN UP. 43H, 32D, 29W "E" GRADE VINYL PRICE ODM YARDAGE: 5.5 YDS (LAM + .5) *AMBASSADOR M-39 CORAL	1	EA	237.50	237.50
052	C26	LOVESEAT, CONTEMPORARY SLED BASE, SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FINISHES	1	EA	194.75	194.75



ADMINISTRATIVE OFFICES/FACTORY SHOWROOM
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TO: FUTURECARE HEALTH AND 3026
 MANAGEMENT CORPORATION
 7779 NEW YORK LANE
 GLEN BURNIE, MD 21061
 CHERRY WOOD MANOR

PROPOSAL NO. 002195 9
 DATE 12/01/88
 TERMS REC OF INVOICE
 F.O.B. FACTORY ORIGINAL

LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		CHOICE OF VINYL COLORS 44 X 29 (A GRADE VINYL) *PERCEPTION FINISH, M-39 CORAL				
053	C27	CHAIR, CONTEMPORARY, SLED BASE SOLID OAK FRAME LOOSE SEAT, ATTACHED BACK CHOICE OF FRAME FINISHES CHOICE OF VINYL COLORS 23 X 29D (A GRADE VINYL) *PERCEPTION FINISH, M-39 CORAL	2	EA	124.92	249.84
054	C2802	END TABLE, DARK OAK LAMINATE TOP, MED. OAK SOLIDS MODEL 100-2D 19W, 25 1/2L, 20H	2	EA	56.05	112.10
055		FREIGHT.....				8722.73
					TOTAL	99258.86
		(APPROVED BY) _____			(DATE) _____	
SHIP TO:		CHERRY WOOD MANOR EXTENDED CARE CENTRE 12020 REISTERSTOWN ROAD REISTERSTOWN, MD 21136 301-833-3801				
PRICES:		F. O. B. FACTORY DO NOT INCLUDE INSTALLATION. DO NOT INCLUDE APPLICABLE TAXES.				

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275943

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

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

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

This financing statement Dated 11-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Precast Corporation

Address 508 Dugiulian Boulevard, Glen Burnie, MD 21061

2. SECURED PARTY

Name Crestar Bank, Attention: Audra Fulcher

Address 919 East Main Street

Richmond, Virginia 23219

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

3. Maturity date of obligation (if any) June 30, 1995

RECORD FEE 25.00
POSTAGE .50

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

All of Company's accounts, inventory, equipment and machinery now existing or hereinafter acquired including but not limited to schedule A attached.

#260520 0777 R03 709:55

CK 01/07/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harriot Clarkson
(Signature of Debtor)

Harriot Clarkson, Maryland Precast Corp.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gary N. Witthoff
(Signature of Secured Party)

Gary N. Witthoff

Type or Print Above Signature on Above Line

25.00
+ .50

25.50
LD 723

Maryland Precast Corp
 Depreciation Schedule - Forms
 Oct # 1308 + 1309

Asset #	Date Acquired	Cost	Prior Accum Depreciation	Current Accumulated Depreciation	Method	Life	1	2	3	4	5	6	7	8
0001	11-23-87	2544	9080	10088	MACRS	7yr								3.51
0002	11-25-87	1995116	67678	589955	MACRS	7yr								27.55
0003	11-25-87	436205	15573	120715	MACRS	7yr								19.68
0004	11-25-87	328980	11745	10635	MACRS	7yr								14.04
0005	"	396550	14157	109850	MACRS	7yr								10.04
0006	"	501817	17916	13889	MACRS	7yr								8.73
0007	"	872818	9741	75176	MACRS	7yr								8.73
0008	"	555844	19844	153136	MACRS	7yr								7.64
0009	"	350863	12504	96498	MACRS	7yr								
0010	"	1326	4712	362122	MACRS	7yr								
0011	"	1830	4391	3387	MACRS	7yr								
0012	12-29-87	448	1599	12343	MACRS	7yr								
0013	12-29-87	1908	6812	52566	MACRS	7yr								
0014	12-15-87	248	885	6833	MACRS	7yr								
0015	12-15-87	942	3363	25953	MACRS	7yr								
				(1543442)										
0016	4-4-88	1700		24293	MACRS	7yr								14.27
0017	2-58	1420242		202953	MACRS	7yr								24.49
0018	5-10-88	3997		57118	MACRS	7yr								17.49
0019	5-25-88	3976		56918	MACRS	7yr								12.47
0020	5-25-88	3243		46343	MACRS	7yr								2.93
0021	5-25-88	5850		83424	MACRS	7yr								3.93
0022	4-11-88	2112		30181	MACRS	7yr								2.93
0023	1-28-88	2968		42413	MACRS	7yr								4.46
0024	1-28-88	2544		36354	MACRS	7yr								
0025	1-28-88	1200		17143	MACRS	7yr								
0026	1-14-88	468		6602	MACRS	7yr								
0027	1-14-88	3400123		485878	MACRS	7yr								
0028	4-88	344462		49224	MACRS	7yr								
0029	4-88	874455		127818	MACRS	7yr								
0030	4-88	110291		25754	MACRS	7yr								
0031	4-88	371462		53940	MACRS	7yr								
0032	2-88	986888		1471018	MACRS	7yr								
0033	2-88	510980		73020	MACRS	7yr								
0034	2-88	3922		47472	MACRS	7yr								
				(16854673)										

Half Year Convention

MACRS

COLUMN WRITE

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File # 275944-536 FILE 293

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

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

This financing statement Dated 12-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#141755

1. DEBTOR

Name PAULA AND FRANKLIN LONG

Address 300 6th AVE NE GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES INC

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 12.00
RECORD TAX 10.50
POSTAGE .50
#260550 0777 R03 109:57
CK 01/07/89

CHECK THE LINES WHICH APPLY

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

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

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

Paula J. Long
(Signature of Debtor)

PAULA LONG

Type or Print Above Name on Above Line

Franklin Long
(Signature of Debtor)

FRANKLIN LONG

Type or Print Above Signature on Above Line

Monica D Zenittini
(Signature of Secured Party)

MONICA D ZENITTINI CSSR

Type or Print Above Signature on Above Line

12/19/88 1050 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **2759436** PAGE **294**

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1269.80

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

This financing statement Dated 12-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES D GLASCOX
Address 753 219th ST PASADENA, MD 21122

#14754

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES INC
Address PO BOX 997 GLNE BURNIE, MD 21061

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee	RECORD FEE	11.00
	RECORD TAX	10.50
	POSTAGE	.00
	#260560 C777 R03 109:57	01/07/89
	POSTAGE	.50
	#260570 C777 R03 109:57	01/07/89
	GK	

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY.

CHECK THE LINES WHICH APPLY

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

[Signature]
(Signature of Debtor)
JAMES GLASCOX

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
MONICA D ZENITTINI. CSR

Type or Print Above Signature on Above Line

11/10/88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275946 536 FILE 295

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

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

This financing statement Dated 12/09/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#14720

1. DEBTOR

Name SYLVIA C. FARMER

Address 1725-B FORREST AVE. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINACIAL 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"

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#260580 CY77 R03 T09:58
OK 01/07/89

CHECK THE LINES WHICH APPLY

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

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

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

Sylvia C. Farmer
(Signature of Debtor)

SYLVIA C. FARMER
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 ADMIN. ASST.
Type or Print Above Signature on Above Line

11
1050

275947

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
	No. Street	City	State
1. Debtors(s) DJF, Inc.	5701 Ritchie Highway	Baltimore, MD	21225

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

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

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-17 located at 5701 Ritchie Highway, Anne Arundel County, MD 21225

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-17

RECORD FEE 11.00
POSTAGE .50
#260630 0777 R03 110:00
11/07/89

CHECK THE LINES WHICH APPLY

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

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<i>Daniel Joseph Feeley</i> By: Daniel Joseph Feeley, President DJF, Inc.
By: <i>J.G. Yawman</i>	_____
Type Name J.G. Yawman	_____
Title Assistant Secretary	_____

Type or Print Name and Title of Each Signature

11-80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275948

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 75,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$525.00.

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

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name 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
RECORD TAX 525.00
POSTAGE .50
#260730 0777 R03 T10#03
01/07/89
CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

Martin McCann, Pres
(Signature of Debtor)

MARTIN McCANN
Type or Print Above Name on Above Line

Martin McCann
(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

17-
525.00

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: Powerscreen Equipment Rentals, Inc. (Seal)
Secretary By: [Signature] (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

Martin McCann being duly sworn, deposes and says:

- 1. He is the President of Powerscreen Equipment Rentals, Inc.
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 [Signature] day of [Signature] 19 [Signature]

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) 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 true, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

Given under and witness my hand and official seal the day and year in this certificate first above written

[Notarial Seal] NOTARY PUBLIC CAL 8(7.77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 27, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Used Powerscreen Self Powered Conveyors	M-60	2432627 2430108
Two (2)	Powerscreen Coupled Conveyors	M-60	2426651 2428694
One (1)	Powerscreen Shredder	MKII	2717997
One (1)	Powerscreen Beater	MKII	2714029
One (1)	Used Powerscreen Slurry	MKII	2719239
One (1)	Used Powerscreen Shredder	MKII	2719986
One (1)	Mark II Powerscreen		2722878
Two (2)	Powerscreen Conveyors	M60	2435398 2436199
One (1)	Used Powerscreen Screening System Consisting of:		
One (1)	MKII Shredder		2721634
Two (2)	M60 Self Powered Conveyors		2434278 2434494
One (1)	MKII Plate Feed		2722927

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Powerscreen Equipment Rentals, Inc.

By: Mark Wilson Pres

FINANCING STATEMENT

- 1. x To be Recorded in the financing statement records of Anne Arundel ~~City~~ County, Maryland
- 2. To Be Recorded in the Land Records of _____ City/County, Maryland.
- 3. x To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. Not subject to Recordation Tax.
- 5. x Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00 (\$ _____). The Debtors(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.

6. <u>Debtor(s) Names(s)</u>	<u>Address(es)</u>
Charles P. Hester Diane M. Kapnistos <u> A </u>	2512 Mountain Road Pasadena, Maryland

RECORD FEE 12.00
RECORD TAX 70.00
POSTAGE .50
#260740 0777 R03 T10:04
01/07/89

7. <u>Secured Party</u>	<u>Address</u>
The First National Bank of Maryland	25 South Charles Street Baltimore, Maryland

8. This Financing Statement covers, and Debtors hereby grant to the Secured Party a security interest in, the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

(i) All of Debtors now owned and hereafter acquired and/or created "Accounts", which, as used herein, means accounts, instruments, contract rights, chattel paper, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles and other choses in action, including, but not limited to, proceeds of inventory and returned goods and proceeds from the sale of goods and services;

(ii) All of Debtors now owned and hereafter acquired equipment and fixtures at 2512 Mountain Road, Pasadena, Maryland.

- 1 -
12
70.50

ADH/plu
0053N

(iii) All proceeds of accounts, equipment and other Collateral;

(iv) All of Debtors other 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 including, but not limited to, accounts receivable and equipment;

(v) Any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as the proceeds thereof; and

(vi) All of the books and records evidencing any of the above described items of collateral.

DEBTOR:

SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND

Charles P. Hester
Charles P. Hester

By: Stephanie B. Yancy

Diana M. Kapnistos
Diana M. Kapnistos
A

Address where Collateral will be located:

2512 Mountain Road
Pasadena, Maryland

Recording Cost: \$ 11.50

File Number: BU 54180-

Stamps: \$245.00

BOOK 536 PAGE 303

ANNE ARUNDEL COUNTY FINANCING RECORDS

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 275950

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. \$ 35,000.00

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

This financing statement Dated Dec. 28, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & J's RESTAURANT, INC.
Address 7622 Baltimore & Annapolis Blvd., Glen Burnie, Md. - 21061

2. SECURED PARTY

Name THE POMERANTZ PENSION PLAN
Address 6602 Troy Court, Baltimore, Maryland- 21209
WARTZMAN, ROMBRO, OMANSKY, BLIBALM & SIMONS, P.A.
341 North Calvert Street, Baltimore, Maryland- 21202

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

3. Maturity date of obligation (if any) 1992

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

All of Debtor's furniture, fixtures, stock of inventory, and lease used in conjunction with the operation of a restaurant t/a C & J's Restaurant, Inc., located at 7622 Baltimore and Annapolis Boulevard, Glen Burnie, Maryland- 21061, and all replacements, renewals, extensions and additions to any of the foregoing.

RECORD FEE 1.10
RECORD FEE 9.90
RECORD TAX 245.00
POSTAGE .50
RECORDED 0777 R03 110:04
01/07/89
CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & J's RESTAURANT, INC.

BY:

James M. Hargett Pres.
(Signature of Debtor)

THE POMERANTZ PENSION PLAN

JAMES M. HARGETT - President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BY:

Alvin Pomerantz
(Signature of Secured Party)

Alvin Pomerantz - Trustee

Type or Print Above Name on Above Line

KINDLY RETURN RECORDED DOCUMENT TO:

JOSEPH H. OMANSKY, Atty.
Wartzman, Rombro, Omansky, Blibbaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202

(301) 685-0111

Handwritten marks: 11, 245, .50

County - \$11.50
Recordation - \$119.00

BOOK 536 PAGE 304

File No. **275951**
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
..... Subject to Recordation Tax on prin- (For Fixtures Only).
cipal amount of \$17,000.00

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

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

<u>Name of Debtor</u>	<u>Address</u>
The Centennial Corporation	1652 Electric Avenue Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

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

RECORD FEE 11.00
RECORD TAX 119.00
POSTAGE .50

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

1 - Case Backhoe, Model #5800, S/N 9026398

0777 R03 110:05
GK 01/07/89

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

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

Debtor

Secured Party (Assignee)

The Centennial Corporation

THE CITIZENS NATIONAL BANK

By: [Signature]
Raymond Sofield, President

By: [Signature]
Patrick G. Nolan
Assistant Vice President

By:

Type or print all names and titles under signatures.

11
119
-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275952

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

If transaction or transactions wholly or 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 Dec. 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

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

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Sept. 6, 1988. Schedule # 01, dated November 17, 1988 between Assignor as Lessor and LEASE ACCOUNT # 090882 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 Dec. 22, 1988 between Assignor and Assignee:

RECORD FEE 11.00
POSTAGE .50
#260790 CTTT R03 T10:06
CK 01/07/89

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank Sarro
(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

1484

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	15HP Fulton Gas Fired Boiler - S/N 54902
(1) One	VT20 Fulton Reytun System - S/N U-13116
(1) One	F20 Fulton Blow-Off Separator - S/N 46562
(1) One	RP-5 Rema Air Vacuum - S/N 882019
(1) One	5HP Air Compressor (Dayton)
(1) One	300CS Shopstar 35lb. Sierra Multimatic Dry to Dry Clean Unit - S/N 44-1188-3383, Refrigerated Closed Circuit System, Still Filter
(1) One	Cissell Spotting Board - S/N 50642
(1) One	42FOL Forenta Utility Press - S/N MIFOL 36488 042
(1) One	Heat Exchanger -
(1) One	47FGR Forenta Legger - S/N M9FGR 086 88 047
(1) One	FFCD Cissell Form Finisher - S/N 64349
(1) One	A Cissell Pants Topper - S/N 19346
(1) One	1L2M4C Cissell Triple Puff Iron - S/N 1097
(1) One	1M Cissell Single Puff Iron - S/N 486
(1) One	UW50P3 UniMac 50lb. Washer-Extractor - S/N 20293
(1) One	300HB Forenta Single Buck Body Press - S/N M6HB22788300
(1) One	76SLS Forenta Sleever - S/N MLSLS37588 076
(1) One	39VCHY Forenta Collar & Cuff Press - S/N M4VCHY 23088 039
(1) One	EV 600 Saratoga Up'N'Down Conveyors - S/N 078831

TransFinancial Leasing Corp.

BY: Frank J. Sarro, IIITITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY: William J. OtteyTITLE: William J. Ottey, President

STATE OF MARYLAND

BOOK 536 PAGE 307

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275953

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

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

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

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

CONTRACT # 29820 - 816425

1. DEBTOR

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

2. SECURED PARTY

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

Person And Address To Whom Statement Is To Be Returned 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 KUBOTA L3750 TRACTOR, SER. #60205
- 1 KUBOTA BF900 LOADER, SER.#52663

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

RECORD FEE 11.00
POSTAGE 1.00
#260830 C177.R03 11/07/89
POSTAGE 1.50
#260840 C177.R03 11/07/89

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Grass Roots Inc
By David B. Cook Pres

(Signature of Debtor)

DAVID B. COOK

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY E. GROFF

11/50

MARYLAND FINANCING STATEMENT

BOOK 536 PAGE 308

275954

(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 Irvin E. Chase T/A Chase Enterprises
(Name or Names)
6414 Washington Avenue Glen Burnie, Maryland 21061
(Address)

LESSEE CFSL 3139
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) Of LESSOR Chesapeake Federal Savings and Loan Association
(Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
2 - AB Dick 2 Color Presses Model 360 w/P51 Heads
Serial # 000991
000987

RECORD FEE 12.00
POSTAGE .50
#280960 0777 R03 110:03
CK 01/07/89

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

LESSEE
Irvin E. Chase T/A Chase Enterprises
By: Irvin Chase
(Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
(Title)
(Type or print name of person signing)

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

12/80

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

3. MATURITY DATE
(If Any): 13MAR98
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
EUTSLER HENRY D
1629 MILLERSVILLE RD
MILLERSVILLE MD 21108
219106489 AC

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4. This statement refers to original Financing Statement bearing File No. 260765

Filed with ANNE ARUNDEL MD Date Filed 13MAR86

RECORD FEE 10.00
POSTAGE .50
#251020 0717 R03 110:16
01/07/89

- 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.

10.00

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

Number of Additional Sheets Presented 20DEC88

DEERE CREDIT SERVICES INC.

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

By: C. Pyle Manager, Processing
Signature(s) of Secured Party(ies) John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

275955

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

No. of Additional Sheets Presented:

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

1. Debtor(s) (Last Name First) and Address(es):
Hudson Metals Corporation
211 East 43rd Street
Suite 1702
New York, NY 10017

2. Secured Party(ies) Name(s) and Address(es)
Swiss Bank Corporation
New York Branch-Commodities
Four World Trade Center
Box 395, Church Street Station
New York, NY 10008

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

Please see attachment.

NOT SUBJECT TO MARYLAND RECORDATION TAX.
(Inventory)

Products of the Collateral are also covered.

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

POSTAGE
#261030 0777 R03 T10:16
GK 01/07/89

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)

EX-104-482

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,
- acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction:
- when the collateral was brought into the state, or when the debtor's location was changed.

RETURN TO:
INFOSEARCH, INC.
P.O. Box 11
Albany, NY 12201

Hudson Metals Corporation

By [Signature]
Signature(s) of Debtor(s)

SWISS BANK CORPORATION - New York Branch

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

Attachment
UCC - 1 Financing Statement

All of Debtor's right, title and interest in and to all inventory of every type and description now or hereafter acquired and wherever located, with specific reference to inventory located at:

INNER HARBOR WAREHOUSING & DISTRIBUTION, INC.
7465 Candlewood Road
Hanover, Maryland 21076

including all goods, merchandise, raw material, goods in process, finished goods and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, all materials or equipment usable in processing the same and all documents of title covering any inventory (include a description of any specific types of inventory covered), all present and future substitutions therefor and all additions thereto, and all proceeds thereof and products of such inventory in any form whatsoever including but not limited to insurance proceeds, accounts and chattel paper and any and all documents (including warehouse receipts, trust receipts and bills of lading) now or hereafter relating to such inventory.

SECURED PARTY:

SWISS BANK CORPORATION
NEW YORK BRANCH

David S. Decker *DS*

DEBTOR:

HUDSON METALS CORP.

By: *Paul A. Jh*

Title: PRESIDENT

By: _____

Title: _____

275956

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

No. of Additional Sheets Presented CO 12/22/88

1. Debtor(s) (Last Name First) and Address(es):
Omega Disposal, Inc.
344 Marley Neck Road
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es):
COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

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

RECORD FEE 1.10
RECORD FEE 9.90

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

Vendor: C.A.G. Corporation
(4) 30 Cubic Yard Buck Refuse Containers

6. Assignee(s) of Secured Party and Address(es):
01/07/89
CK

Products of the Collateral are also covered. LEASE NO. O-11507-0

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

11.00

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)

Omega Disposal, Inc.

By Roger Weaverling
Signature(s) of Debtor(s)
Roger Weaverling, President

By DORIS A. ERDMAN
Signature(s) of Secured Party(ies)
DORIS A. ERDMAN, Asst. Secy.

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

(1) FILING OFFICER COPY - NUMERICAL

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): Aytekin Ulgen, M.D., P.A. 7845 Oakwood Road Glen Burnie, MD 21061	No. of Additional Sheets Presented: 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 10.00 POSTAGE .50
--	---	--



5. This statement refers to original Financing Statement No. book 525page388 filed (date) 4/14/88 with Anne Arundel Co., MD

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
New Jersey National Bank, As Trustee
Corp. Trust Dept., 370 Scotch Road,
West Trenton, New Jersey 08628
 F. This statement is to be indexed in the Real Estate Records **Lease No. 0051880**

10.00
+ .50

By _____ Copelco Leasing Corporation
 Signature(s) of Debtor(s) (only on amendment) By [Signature]
 (1) FILING OFFICER COPY - NUMERICAL
 Dora A. Erdman, Assf. Secretary

916779
12/88

Jane Arundel
16877
16880
16880

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275957

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,880.00

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 Colonial Electric Co., Inc.
Address 148 Defense Hwy. Annapolis, MD 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)

One - Commander Model 2LG Sissor Lift 20N

RECORD FEE 1.10
RECORD FEE 9.90
RECORD TAX 77.00
POSTAGE .50
#281110 6777 R03 T10:23
01/07/89

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.

CK

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)

RECORDATION FEE \$73.50

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

Colonial Electric Co., Inc.

(Signature of Debtor)

Robert H Katski President

Type or Print Above Name on Above Line

Rahid H Kato Sec.

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Gale Meyer - Sec.

(Signature of Secured Party)

Gale Meyer - Sec.

Type or Print Above Signature on Above Line

11
77.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275958 536 315

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

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

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

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

1. DEBTOR

Name: MARKETING SERVICES ASSOCIATES
Address: 1831 Forest Drive, Suite K Annapolis, MD 21401

2. SECURED PARTY

Name: Executone Credit Corp
Address: 1604 Colonial Parkway Inverness, IL 60067

RECORD FEE 11.00
#261120 0777 R03 T10:23
01/07/89

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)

One EZ18 Electronic Key Telephone System
(1) Key Service Unit-18
(1) Link Expander-18 #5123200189
(2) 2 CH CO Cards
(2) 4 CH STA Cards
(1) 26 Key Telephone
(6) 14 Key Telephones
All Cable & Labor Necessary to install System

CHECK THE LINES WHICH APPLY

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

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

11.00

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Karen Anstedt
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275959

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

If transaction or transactions wholly or 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 MARKETING SERVICES ASSOCIATES
Address 40 Hudson Street,, Suites 105 & 106 Annapolis, MD 21401

2. SECURED PARTY

Name Executone Credit Corp
Address 1604 Colonial Parkway Inverness, IL 60067

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

RECORD FEE 11.00
#261130 CT17 R03 T10:24
01/07/89

3. Maturity date of obligation (if any) _____

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

One EZ66 Electronic Key Telephone System

Name and address of Assignee

- (1) Key Service Unit-66
 - (1) 6 CH CO Card
 - (1) 12 CH STA Card
 - (3) Display Phones
 - (3) 14 Key Phones
- All Cable & Labor Necessary to install System

#5123200189

CHECK THE LINES WHICH APPLY

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

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

11.00

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Karen Anstedt
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275960

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

*Based upon the collateral in existence on the date hereof. This financing statement Dated 12/8/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B L & S Optical Centers, Inc. d/b/a D.O.C. Eyeworld
Address Annapolis Mall, Space 198B, Defense and General Highway
Annapolis, Maryland 21401

2. SECURED PARTY

Name Michigan National Bank
Address 300 River Place, Suite 6000
Detroit, Michigan 48207

RECORD FEE 14.00
POSTAGE .50
#261140 0777 R03 T10:24
01/07/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Cynthia A. Crawford, 1800 First National Bldg., Detroit, Michigan 48226

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 EXHIBIT A ATTACHED HERETO

14.00
1.50
14.50

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

B L & S OPTICAL CENTERS, INC.
d/b/a D.O.C. Eyeworld

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MICHIGAN NATIONAL BANK

(Signature of Secured Party)

Signature of Secured Party

Type or Print Above Signature on Above Line

EXHIBIT A

All of the foregoing described property of the Debtor, whether now owned or hereafter acquired and wherever located:

(a) all accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, (b) all inventory, goods, including but not limited to, raw materials, work in process, finished goods, tangible property, stock in trade, wares and merchandise used or sold in the ordinary course of business, (c) all equipment, including all machinery, furniture, furnishings, and vehicles, together with all accessories, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto, proceeds, proceeds of hazard insurance, products, and eminent domain or condemnation awards of all of the foregoing.

Notwithstanding the foregoing, Secured Party shall not have a security interest in Debtor's right, title or interest in, to or under that certain Franchise Agreement between Debtor and D.O.C. Optics Corporation.

6363d

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275961

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

*Based upon the collateral in existence on the date hereof.

This financing statement Dated 12/8/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L S & B Optical Centers, Inc. d/b/a D.O.C. Eyeworld
Address Annapolis Mall, Space 198B, Defense and General Highway
Annapolis, Maryland 21401

2. SECURED PARTY

Name Michigan National Bank
Address 300 River Place, Suite 6000
Detroit, Michigan 48207

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Cynthia A. Crawford, 1800 First National Bldg., Detroit, Michigan 48226

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 EXHIBIT A ATTACHED HERETO

RECORD FEE 12.00
POSTAGE .50
#261150 0777 R03 T10:25
CK 01/07/89

18.00
14.50

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)
L S & B OPTICAL CENTERS, INC.
d/b/a D.O.C. Eyeworld
Type or Print Above Name on Above Line

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

MICHIGAN NATIONAL BANK
(Signature of Secured Party)
John J. Del
Type or Print Above Signature on Above Line

EXHIBIT A

All of the foregoing described property of the Debtor, whether now owned or hereafter acquired and wherever located:

(a) all accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, (b) all inventory, goods, including but not limited to, raw materials, work in process, finished goods, tangible property, stock in trade, wares and merchandise used or sold in the ordinary course of business, (c) all equipment, including all machinery, furniture, furnishings, and vehicles, together with all accessories, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto, proceeds, proceeds of hazard insurance, products, and eminent domain or condemnation awards of all of the foregoing.

Notwithstanding the foregoing, Secured Party shall not have a security interest in Debtor's right, title or interest in, to or under that certain Franchise Agreement between Debtor and D.O.C. Optics Corporation.

6363d

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275962

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000*

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

*Based upon the collateral in existence on the date hereof.

This financing statement Dated 12/8/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S L & B Optical Centers, Inc. d/b/a D.O.C. Eyeworld
Address Annapolis Mall, Space 198B, Defense and General Highway
Annapolis, Maryland 21401

2. SECURED PARTY

Name Michigan National Bank
Address 300 River Place, Suite 6000
Detroit, Michigan 48207

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Cynthia A. Crawford, 1800 First National Bldg., Detroit, MI 48226

3. Maturity date of obligation (if any)

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

SEE EXHIBIT A ATTACHED HERETO

Name and address of Assignee

RECORD FEE 18.00
RECORD TAX 175.00
POSTAGE .50
#261160 0777 R03 T10:26
GK 01/07/89

Handwritten calculations: 175.00 + 18.00 = 193.00

CHECK THE LINES WHICH APPLY

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

Signature of Debtor
S L & B OPTICAL CENTERS, INC.
d/b/a D.O.C. Eyeworld
Type or Print Above Name on Above Line

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

MICHIGAN NATIONAL BANK
(Signature of Secured Party)
Type or Print Above Signature on Above Line

Recordation Tax Calculation

TO: Clerk of the Circuit Court

Anne Arundel County (City)

Value of equipment, other non-exempt property	\$ 25,000 *		
		x \$ 70,000	= \$ 25,000

Total value of all collateral	\$ 70,000
--	-----------

Amount not exempt from tax = \$ 25,000*

Tax Paid = \$ 175

S L & B OPTICAL CENTERS, INC (Debtor)

Date: December 8, 19 88

By: 
Steven R. Laffey
 Vice President

(Print name and title of
person signing)

*Based upon the collateral in existence on the date hereof.

EXHIBIT A

All of the foregoing described property of the Debtor, whether now owned or hereafter acquired and wherever located:

(a) all accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, (b) all inventory, goods, including but not limited to, raw materials, work in process, finished goods, tangible property, stock in trade, wares and merchandise used or sold in the ordinary course of business, (c) all equipment, including all machinery, furniture, furnishings, and vehicles, together with all accessories, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto, proceeds, proceeds of hazard insurance, products, and eminent domain or condemnation awards of all of the foregoing.

Notwithstanding the foregoing, Secured Party shall not have a security interest in Debtor's right, title or interest in, to or under that certain Franchise Agreement between Debtor and D.O.C. Optics Corporation.

6363d

FORM UCC 1

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

ALABAMA	DELAWARE	KANSAS	MICHIGAN	NEBRASKA	OHIO	VERMONT	DIST. OF COLUMBIA
ALASKA	IDAHO	KENTUCKY	MINNESOTA	N. HAMPSHIRE	OKLAHOMA	VIRGINIA	
ARIZONA		MAINE	MISSISSIPPI	N. JERSEY	OREGON	W. VIRGINIA	
ARKANSAS	INDIANA	MARYLAND	MISSOURI	N. CAROLINA	S. CAROLINA	WISCONSIN	
COLORADO	IOWA	MASS.	MONTANA	N. DAKOTA	TENNESSEE	WYOMING	

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

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

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

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

Printers Inc. Incorporated
T/A Minuteman Press
10 Aquahart Road
Glen Burnie, MD 21061

Maryland Clarklift Co.,
Div The Space Maker Group,
Inc.
3310 Childs Street
Baltimore, MD 21226

275963

BOOK 536 PAGE 324

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

- (one) Used Clark Model ST30 Electric Walkie Stacker Forklift s/n ST245-319-2324
- (one) Used Battery s/n 0488-10
- (one) Used Charger s/n 4195

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.

(not subject to recordation tax)

Proceeds - Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G.S. 25-9-402 (2), indicate reason.] This instrument prepared by Secured Party and Assignee or Secured Party.

Printers Inc. Incorporated T/A _____ Maryland Clarklift Co., Div The Space
Minuteman Press _____ Maker Group, Inc.

By J.A. Palmer
J.A. Palmer D.P. Debtor(s) [or Assignor(2)]

By [Signature]
Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

(1) Filing Officer Copy - Numerical

Standard Form Approved by ALL STATES SHOWN ON STUB UCC 1

12.00

RECORD FEE 12.00
#261220 0777 R03 110:29
GK 01/07/89

STATE OF MARYLAND

275964

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.

536 325

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

1. DEBTOR

Name FRANCIS R. MORELAND & SON
Address 813 MAIN STREET GALESVILLE, MARYLAND 20765

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, N.Y. 13214

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

RECORD FEE 11.00
POSTAGE .50
#261250 0777 R03 T10:31
CK 01/07/89

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) CASE MODEL 1835C UNILOADER
SERIAL NUMBER JAF0036346

THIS IS A RETAIL INSTALLMENT CONTRACT

11.50

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)

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

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
P.O. Box 601
Syracuse, N.Y. 13214

Francis R. Moreland
(Signature of Debtor)

FRANCIS R. MORELAND
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SUIT & WELLS EQUIPMENT CO., INC.
(Signature of Secured Party)

Jay Ruben
Type or Print Above Signature on Above Line

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No 275965

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

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

If this statement is to be recorded in land records check here 536 PAGE 326

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

1. DEBTOR
Name Summerhill Mobile Home Park, a Maryland Partnership consisting of Arthur L. Silber, Seth Silber and Alana Silber, Partners
Address 58 Summerhill Road, Crownsville, MD 21032

2. SECURED PARTY
Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
(a) Waste Water Treatment Plant Components consisting of Two (2) Spencer Turbine Vortex Blowers, Model VB-055-E/307 cfm; Fourteen (14) Pollution Control, Inc. Stainless Steel Diffusers, Model SS-2; One (1) Hydromatic Pump Submersible Pump, Model OSP33; One (1) Ultraviolet Purification Systems, Inc. Ultraviolet Disinfection System, Model EP-SH/2 Lamp Module; One (1) Penn Ventilator Co. Fan, Model Breezeway ('P' Series); One (1) Penn Ventilator Co., Wall Shutter, Model Breezeflo Type 'WS' and miscellaneous piping, valves and appurtenances and all existing attachments, accessions, and accessories and all existing and future replacements, substitutions, replacement parts, and repairs therefor, incorporated therein, attached or affixed thereto, and/or used in connection therewith; and
(b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

The filing of this financing statement shall not of itself be a factor in determining whether or not the subject lease is intended as security under the Uniform Commercial Code.
"NOT SUBJECT TO RECORDATION TAX"
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)

All that land and property known as Summerhill Mobile Home Park located in Crownsville, Anne Arundel County, Maryland on Summerhill Road off of Honeysuckle Lane more fully and completely described in a deed recorded at Liber 3695, Folio 835 among the land records of Anne Arundel County, Maryland.

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

14.00
.50

(Signature of Debtor)
SUMMERHILL MOBILE HOME PARK
ARTHUR L. SILBER, Partner
Type or Print Above Name on Above Line

(Signature of Debtor)
SUMMERHILL MOBILE HOME PARK
SETH SILBER, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)
SUMMERHILL MOBILE HOME PARK
ALANA SILBER, Partner

(Signature of Secured Party)
KIDDE CREDIT CORPORATION
Type or Print Above Signature on Above Line

RECORDS FEE 14.00
POSTAGE .00
#261340 0777 R03 T10:34
01/07/89

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 6714853
275966

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

BOOK 536 PAGE 327

If transaction or transactions wholly or 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 Chesapeake Manor

Address 305 College ParkWay Arnold, MD 21012

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

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

RECORD FEE 11.00
POSTAGE .00
#281440 0777 R03 T10:47
01/07/89
POSTAGE .50
#281450 0777 R03 T10:47
01/07/89

CK

3. Maturity date of obligation (if any) _____

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

See Attached Addendum.

Name and address of Assignee

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article §12-106(k)

"Equipment Lease - does not create a security interest."

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

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

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

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

Chesapeake Manor

X [Signature] VP
(Signature of Debtor) Lessee

X Gary L. Attman Gary L. Attman
Type or Print Above Name on Above Line

X _____
(Signature of Debtor) Lessee

X _____
Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

[Signature]
(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

11.00
- .50

11.50

This Addendum is attached to and made part of an furniture Lease agreement between Eaton Financial Corporation, Lessor and

Future Care/ Chesapeake Manor Lessee, dated 11-10-88

Office Furniture, as follows:

- 1- Radius Slide Credenza DAK
- 20- Congressional Side Chairs
- 1- Radius Large Credenza
- 3- Congressional Low Back
- 2- Radius Slide Credenza - DAK
- 2- Radius 30x60 DAK
- 1- Radius Lateral
- 1- Radius 1 shelf BC
- 2- High Value RH. Secretarial
- 16- Fairfax Beige Secr. Chair
- 4- Fairfax Side Chairs
- 8- MT. 4 draw Letter File
- 10- MT. Locks
- 2- Filex 24x40 DESKS
- 1- High Value 30x60 EXEC DESKS
- 2- Fairfax L.B. EXEC
- 1- 72" METAL STORAGE
- 1- Filex 30x60 metal Desk
- 1- Statesman 2 draw. Letter File
- 1- Lock
- 15- Chairmats
- 10- High Value 24x54 DESKS
- 1- Radius Credenza (LARGE)
- 1- New Port Credenza
- 1- New Port CONF. TABLE
- 1- Congressional HB
- 1- Radius 36x72
- 1- New Port 36x72
- 3- MT 5 draw letter file
- 1- 1 shelf Veneer Bookcase

Lessee:

By: Michael J. Adams

Date: 12-9-88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275967

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

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

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

This financing statement Dated 12-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Hills Golf Course
Address 535 Bay Hills Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address 41 Defense Highway
Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any)

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

- 1- Kubota Tractor Model L2850DT S/N 55588
w/ BF 500G front loader S/N 13620
BH750 Backhoe S/N 5029
MR37 Rake S/N 3130

RECORD FEE 11.00
POSTAGE .50
#261480 C177 R03 110:48
01/07/89

CHECK THE LINES WHICH APPLY

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

11.00
.50
11.50

Russ Rose
(Signature of Debtor)

Russ Rose For Bay Hills G.C.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

F. Gregory Baldwin Pres
(Signature of Secured Party)

F. Gregory Baldwin, President

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275968

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 536 PAGE 330

If transaction or transactions wholly or 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 Personal Home Health Care RT#15554
Address 51 Gentry Ct., Annapolis, MD 21403

2. ~~SECURED PARTY~~ LESSOR

Name LeaseAmerica Corporation
Address 4333 Edgewood Road NE, Cedar Rapids, IA 52499

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

3. Maturity date of obligation (if any) _____

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

3 492002 Oxygen Concentrators

This transaction is a lease and not intended as a secured transaction. Filing is only intended to make the lease a matter of public record.

Name and address of Assignee

Equipment lease does not create a security interest.

"Recordation tax not applicable".

RECORD FEE 11.00
POSTAGE CK .50
#261530 CT77 R03 T10:50
01/07/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Personal Home Health Care

(Signature of Lessee)

C. Brett Gomeringer

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Lessor)

LeaseAmerica Corporation

Type or Print Above Signature on Above Line

11.50

BOOK 536 331

275969

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

1 Debtor(s) (Last Name First) and address(es) MR EARL HIGDON SR MS. THELMA A HIGDON 1313 WHITMAN DRIVE GLEN BURNIE, MD, 21061	2 Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511-C EASTERN BLVD ESSEX, MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #261540 0777 R03 T10:51 01/07/89
4. This financing statement covers the following types (or items) of property: ONE UNITED STANDARD COMPLET WATER TREATMENT SYSTEM MODEL#1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1313 WHITMAN DR. GLEN BURNIE, MD, 21061 1200		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FINANCIAL SERVICES 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204

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 CO.

By: Earl E Higdon Sr.
 EARL E HIGDON SR
 By: Thelma A Higdon
 THELMA A HIGDON (one(s) of Debtor(s))

By: JOSEPH B ANTONI
 ENVIRONMENTAL WATER CONTROL INC.
 JOSEPH B ANTONI (Secured Party(ies))

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275970

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

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

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

BOOK 536 PAGE 332

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

1. DEBTOR

Name Kop-Flex, Inc.
Address 100 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address Ten Stamford Forum
Stamford, CT 06904

RECORD FEE 11.00
#261670 0777 R03 110457

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

3. Maturity date of obligation (if any) 12/93

01/07/89

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

One (1) Intergraph Model FDSP156 Interserve 300 Computer System, complete with the following equipment: 1 model FANT030 VT224 Comp-AM
13 model SSS0082 RFS
1 model FPLT389 CHC645 hardcopier
1 model SSS0081 NFS
1 model MCBL788 10 m drop cable
1 model MCBL791 2m office cable

Filed: Ann Arundel county
LEASE FILED FOR INFORMATION PURPOSES ONLY

CHECK THE LINES WHICH APPLY

6586

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

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

11.00

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kop-Flex, Inc.
(Signature of Debtor)

X

Type or Print Above Name on Above Line

J. E. STEVENSON SR
(Signature of Debtor)

Type or Print Above Signature on Above Line

MetLife Capital Credit Corporation

(Signature of Secured Party)

Asst. Treasurer
Type or Print Above Signature on Above Line

275971

BOOK 536 PAGE 333

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): BWI ASSOCIATES LTD PARTNERSHIP DBA COMFORT INN BWI, 6921 Baltimore Annapolis Blvd., Baltimore, MD 21225	No. of Additional Sheets Presented: 2. Secured Party(ies) Name(s) and Address(es) RCA Service Company A Division of RCA Corp. Cherry Hill, NJ 08358	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 RECORD TAX 654.50 POSTAGE .50 01/07/89
5. This Financing Statement covers the following types (or items) of property: All RCA Television Receivers, Accessories and Associated Equipment and Systems—Present and Future. 80-0151 <input type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) General Electric Capital Corp. 101 E. Ridge Dr. Ste 301 Danbury, CT 06810 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: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records: Recordation tax paid to the Clerk of the Circuit Court, Anne Arundel, tax based on \$93,340.00		9. Name of a Record Owner
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <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 checked="" 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 the state, or <input type="checkbox"/> when the debtor's location was changed to this state.		
By <u>X [Signature]</u> Signature(s) of Debtor(s) 667.9 (1) Filing Officer Copy Numerical (5/82)		By <u>[Signature]</u> Signature(s) of Secured Party(ies)

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

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

RECORD FEE 11.00
POSTAGE .50
#241950 0777 R03 T11:06
01/07/89

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)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/8/88, Schedule # 01, dated 11/8/88 between Assignor as Lessor and LEASE ACCOUNT # 821018 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 December 27, 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)

(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

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

1485

EQUIPMENT LIST

- (1) One Receiving table, s/s 24" x 48" with 5" casters and one drawer
- (1) One Lot Steel shelving 18" wide x 86" high - six tier
- (1) One Lot Steel shelving for walk-in freezer 18" x 72"
- (1) One Walk-in refrigerator/freezer combination
- (3) Three AR-47-S6 Raetone, refrigerator
- (1) One C-81/B60 ice-o-matic \icemaker 600 #bin
- (1) One 1000-3AFM Waste King Disposer
- (1) One WSB248241424L Two-Compt. sink w/drain board
- (1) One DD80T Blakleslee 80 qt. mixer
- (3) Three HD-1F Hand sink, s/s Washington Equipment
- (1) One Fire protection system Ansul. Includes mechanical gas valve, micro switch, remote pull & 4 portable extinguishers.
- (1) One Exhaust hood s/s 12'-0" x 4'-0" to include 2 ea. s/s enclosed ends and s/s wall panel from bottom of hood to floor.
- (1) One SG-36L Range w/convention oven, Vulcan
- (1) One 8512 Slicer, Univex
- (1) One MJ-35-GSP Fryer, Frymaster
- (1) One MM36-P Cheese Melter, Lang
- (3) Three WWT-SU-8430 Worktable, Washington Equipment s/s top & undershelf to include one s/s drawer & 1 ea. 48" x 18" s/s overshelf
- (1) One WSB-3-602414 S/S 3 compartment sink w/2 ea. drainboards, Washington Equipment L&R to include 2 ea. faucets & 2 ea. 108" x 12" s/s overshelf
- (1) One C23592 Perlick/Beer dispenser walk-in cooler w/2 ea. 3 faucets 24" barrelhead 2 ea. 21" drainer & hardware except for items normally supplied by brewery & winery.
- (1) One MDR-6C Dough Sheeter - Anets
- (1) One WP-84-J-SC Pizza Table, Dunhill
- (1) One W390 Utility Stand/Dunhill w/4 ea. bread drawers
- (1) One W5172 Sandwich Unit/Dunhill w/composition cutting board & single 12" w. s/s overshelf
- (1) One 7SMSSP Spaghetti Magic Cooker/Frymaster
- (1) One W942 Updraft hood w/enclosure base - Dunhill
- (1) One N366 Worktable/Dunhill w/storage base
- (1) One WCMD-C-5 Salad Bar, Atlas drop-in w/mod. #05-5 sneeze guard
- (1) One Display Refrigerator, Beverage air
- (1) One DW3 Wine Dispenser/Nor Lake w/s/s splash tray.
- (1) One C5064 ESCHP Back bar refrigerator/beer dispenser - Perlick w/3 faucets "T" beer tower.
- (1) One V12R Gelato Dipping Cabinet - Coldelite
- (1) One 5942SC Pastry Case, refrigerated Federal
- (100) One Hundred Flare #231 Chairs

TransFinancial Leasing Corp.

BY: Bruce J. WinterTITLE: Bruce J. Winter, Vice President

Irvington Federal Savings & Loan Association

BY: William J. OtteyTITLE: William J. Ottey, President

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.

RECORD FEE 13.00
POSTAGE .50
REGISTRY LT17 R03 711:06
01/07/89
CK

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 9/16/88, Schedule # 01, dated 9/16/88 between Assignor as Lessor and LEASE ACCOUNT # 890908 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 December 27, 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)

(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

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 _____

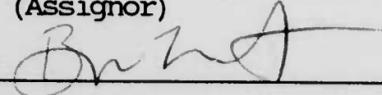
1350

1486

EQUIPMENT LIST

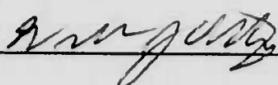
- (1) One Custom Half Circle Reception Desk with Locked Storage Cabinet, and Cash Drawer, Pidgeon Holes and Bag Dispenser
- (7) Seven Half Round Styling Stations with Custom Mirrored Top, Three Tiers, Blow Dryer and Two Curling Iron Holsters
- (1) One Custom Make-Up Display Counter 16'0" with Glass Show Case and Cosmetic Storage
- (10) Ten Manicure Tables with Two Drawers Padded Arm Rest, Lamp, Vent and Brass Tambour Doors
- (3) Three Wet Booth Styling Station for Private Styling area and Tricoanalysis area. With mirror.
- (20) Twenty Stool with Back for manicurist area
- (7) Seven Vedette Hydraulic Styling Chairs with Special Beige and Brass Star Base and Custom Upholstry
- (3) Three Vedette Shampoo/Styling Chair with Custom Upholstry
- (2) Two Vedette Hydraulic Tinting Chair
- (1) One Custom Tinting Counter 9'0"
- (3) Three Pedicure unit with stainless steel sink
- (3) Three Stool with back for pedicurist
- (7) Seven 30 x 42 Arch mirror for Styling Stations
- (2) Two 54 x 30 Mirror for Tinting Counter
- (2) Two Shampoo Bulkhead with push thru towel hamper
- (5) Five 622-403 Shampoo Basin with Flo Temp Faucet and Vac Breaker
- (2) Two Scoop Shampoo Chairs
- (4) Four Vedette Dryer Chair with #810 Dryer with Smoked Hood

TransFinancial Leasing Corp.
(Assignor)

BY: 

TITLE: Bruce J. Winter, Vice President

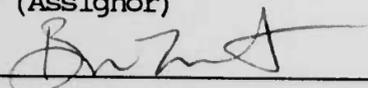
Irvington Federal Savings & Loan
Association (Assignee)

BY: 

TITLE: William J. Ottey, President

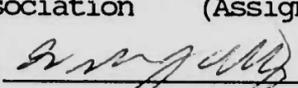
- (2) Two Stools with backs for receptionists.
- (2) Two LYC European Body Paraffin Programs Complete includes:
All stainless steel paraffin melter, 60 pounds European Paraffin, Special Paper, Brush, 2 gal Toner, Video and manual training.
- (4) Four Waxing/Massage Table with Bottom Shelf
- (4) Four Facial Lounge with arms and head rest
- (4) Four Belox-04 5 function facial machine
- (4) Four Vaporizer with Ozone
- (4) Four Luxo Magnifying Lamp with Stand
- (8) Eight Stools with backs for facial and massage rooms
- (1) One Body-Q Passive Exercise System - includes 7 tables
- (2) Two Corner Case with Halogen Track Light
- (10) Ten Top with 2 Halogen Lights & 23" cabinets with 2 doors
48 x 12 x 75
- (1) One Custom Corner Display
- (3) Three Hexagonal Revolving unit with 2 Halogen lights &
4 - 25" Adjustable shelves.
- (2) Two Counter Case with Halogen Track Lights
- (14) Fourteen Top with 2 Halogen Lights & 5 adjustable shelves
- (20) Twenty MTS Waiting Chairs
- (1) One Image Consulting Computer with Camera, VCR & TV
- (1) One Make-Up Image Program
- (2) Two Reception sofas
- (6) Six Custom Panty hose display racks

TransFinancial Leasing Corp.
(Assignor)

BY: 

TITLE: Bruce J. Winter, Vice President

Irvington Federal Savings & Loan
Association (Assignee)

BY: 

TITLE: William J. Ottey, President

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 536 PAGE 339
Identifying File #275974

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jan. 5, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUSTOM CABLE CONNECTION, INC.
Address 840 Kecoutan Rd. Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES
Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

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

4 - Ingersoll-Rand RX65 Tampers
SN's MR6301, MR6300, MR6366 & MR6194
and all attachments and accessories thereto.

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#261890 0777 R03 11:07

CK 01/07/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CUSTOM CABLE CONNECTION, INC.

Al Shea
(Signature of Debtor) (Title)

President
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 Adm. Mgr.

Type or Print Above Signature on Above Line

1150

275975

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

1. Debtor(s) (Last Name First) and address(es)
Mar Incorporated
6110 Executive Boulevard
Rockville MD 20852

2. Secured Party(ies) and address(es)
Carlyn Financial Systems
5105-Q Backlick Road
Annandale, VA 22003

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

RECORD FEE 25.00
POSTAGE .50
#262900 0777 R03 T11:10
GK 01/07/89

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

Equipment Located:
Mar Incorporated
636 Richie Highway #4
Severna Park MD 21146

See Attached Schedule 'A' which by reference hereto becomes a part thereof including accessories, accessions, parts, replacements and substitutions thereof and thereto and insurance proceeds wherever located.

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

Crestar Bank
3110 Fairview Park Drive
Falls Church, VA 22042

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

- 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.

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

Filed with:

Mar Incorporated

By: Robert A. Blase Sr. V.P.
Signature(s) of Debtor(s)

Carlyn Financial Systems

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



CARLYN
Systems, Inc.

SCHEDULE "A"

Lease # WL514

Page 1 of 5

New/Used	Quantity	Description	(Year & Model)	(Ser
		<u>VIRGINIA</u>		
		<u>Crystal City</u>		
New	1	APPLE SYSTEM - MACINTOSH SE		F7399PM50
New	1	IMAGewriter II		1061861
New	1	NEC P7		84600
New	1	AST COMPUTER		US123447
New	1	NEC MONITOR		7Z100266
New	1	AST COMPUTER		TW002628
New	1	AMDEK 310A		8071305
New	1	AST COMPUTER		TW002034
New	1	AST MONITOR		8071542
		<u>Falls Church</u>		
New	1	CANNON 8570		800108
		<u>MARYLAND</u>		
		<u>Rockville</u>		
New	1	IMAGewriter II		114960
New	1	AST COMPUTER		US1002
New	1	NEC MONITOR		7Z006229
New	1	COMPAQ COMPUTER		4807AQ21
New	1	COMPAQ MONITOR		74714544
New	1	ZETA 825 PLOTTER		10432
New	1	DCX812 MUX		8D091
New	1	DICONIX PRINTER		DI041
New	1	FUJITSU MODEM		02711

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: X Robert A. Blase

Mar Incorporated
(Lessee)

Title: X Senior Vice President

5105-Q Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

SCHEDULE "A"

Lease # WLS1

Page 2 of 4

ew/Used	Quantity	Description	(Year & Model)	(Ser
		<u>MARYLAND</u>		
		<u>Rockville</u>		
New	1	9440 CODE READER		LR505
New	1	AST COMPUTER		TW002654
New	1	AST MONITOR		0382
New	1	AST PREMIUM 286		TW002778
New	1	NEC MONITOR WITH 2 MB RAM		82067175
New	1	GENICOM 3410 QUIET PRINTER W/INSERTER		1888
New	1	MACINTOSH SE WITH KEYBOARD		F83690NM
New	1	IMAGEWRITER II		11496
New	1	MACINTOSH SE WITH KEYBOARD		F838J3MM
		<u>Severna Park</u>		
New	1	AST PREMIUM 286		TW0026237
New	1	NEC MONITOR		84K15229Z
New	1	ZENITH Z-184		936111261
		<u>FLORIDA</u>		
		<u>T & E Office</u>		
New	1	AST COMPUTER		US09946
New	1	NEC MONITOR		72C0607
New	1	HP LASERJET II		2743J35
New	1	NEC P7		5812874
New	1	CANNON 2015s		CGR07
New	1	AST COMPUTER		TW002043
New	1	AMDEK 310A		02609

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: x Robert A. Blase

Mar Incorporated
(Lessee)

Title: Senior Vice President

5105-Q Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

SCHEDULE "A"

Lease # WL5144

Page 3 of 5

/Used	Quantity	Description	(Year & Model)	(Serial)
<u>FLORIDA</u>				
<u>Marine Office</u>				
New	1	FUJITSU MODEM		0120MF
New	1	ZETA 825 PLOTTER		15515
New	1	MACINTOSH II		F82437LM500
New	1	HIGH RES. MONITOR		5042188
New	1	EXT. HARD DISK		F82204DM264
New	1	MACINTOSH II		F82502MM500
New	1	HIGH RES. MONITOR		5042189
New	1	EXT HARD DISK		F7350H5M264
New	1	MACINTOSH II		F82437QM500
New	1	ACCELERATOR BOARD		4352164
New	1	CANNON 3525		CCJ01309
New	1	DCX812 MUX		8D09505
New	1	WYSE 60		131046988
<u>Panama City</u>				
New	1	AST PREMIUM 286	TW0027980	TW027980
New	1	NEC MONITOR		84C62460Z
<u>Ft. Lauderdale</u>				
New	1	GENICOM 3410 QUIET PRINTER W/INSERTER		1895
<u>MISSISSIPPI</u>				
<u>Bay St. Louis</u>				
New	1	MACINTOSH II		F80911HM503

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: Robert A. Blase

Mar Incorporated
(Lessee)

Title: Senior Vice President

5105-Q Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

SCHEDULE "A"

BOOK 536 PAGE 344

Lease # WLS142

Page 4 of 5

Used	Quantity	Description	(Year & Model)	(Serial)
		<u>MISSISSIPPI</u>		
		<u>Bay St. Louis</u>		
New	1	HIGH RES MONITOR		5045322
New	1	DYNAFILE		DF05918
New	1	SCANNER		7C64600529
New	1	LASERWRITER NT	CA8031FXWM6 000	CA8031FXWM6000
New	1	CANNON NP3725		S21460
New	1	MACINTOSH SE		F8118L4M501
		<u>CALIFORNIA</u>		
		<u>Monterey</u>		
New	1	AST COMPUTER		TW0013156
New	1	NEC MONITOR		83C68211Z
New	1	HP LASERJET II		28C5A15347
New	1	ZENITH Z-183		8811888902
		<u>CONNECTICUT</u>		
		<u>New London</u>		
New	1	MACINTOSH II		F819344M500
New	1	HIGH RES MONITOR		505005
New	1	EXT HARD DISK		F7391TGM264
New	1	MACINTOSH SE		F81024HM501
New	1	EXT HARD DISK		F7392C7M264
New	1	LASTERWRITER NT		CA8142018M6000
New	1	DYNAFILE		DF08252
New	1	EXT HARD DISK		F749022M2644

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: X Robert A. Blase

Mar Incorporated
(Lessee)

Title: X Senior Vice President

5105-Q Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

SCHEDULE "A"

BOOK 536 PAGE 345

Lease # WL514

Page 5 of 5

w/Used	Quantity	Description	(Year & Model)	(Serial)
		<u>FLORIDA</u>		
		<u>Marine Office</u>		
New	1	HIGH RES MONITOR		504218
New	1	EXT HARD DISK		F739155M2
New	1	LASERWRITER NTX		CA81420QM60
New	1	DYNAFILE		DF0834

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: x Robert A. Blaine

Mar, Inc.
(Lessee)

Title: x Senior Vice President

5105-Q Backlick Road
Annandale, VA 22003
703/642-1950

275976

BOOK 536 PAGE 346

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)
Colonial Apothecary
4513 Mountain Road
Pasadena, MD 21122

2. Secured Party(ies) and address(es)
3 PM McKesson Corp.
30881 Schoolcraft Road
Livonia, MI 48150

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

RECORD FEE 11.00
POSTAGE GK .50
#262020 0777 R03 11:11
11/07/89

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

- 1 3PM/McKesson-PC A12 with 1MB memory and 1.2MB floppy diskette
- 1 60MB winchester disk drive
- 1 Monochrome monitor
- 1 Keyboard
- 2 Ports
- 1 IBM proprinter 200 cps/80 column
- 1 1200 baud modem
- 1 Tape back up

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

U S WEST Financial Services, Inc.
11600 College Blvd., Ste. 200
P.O. Box 12746
Overland Park, KS 66212

Maryland Recordation Tax is not required.-conditional sales agreement

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

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

Colonial Apothecary

3 PM McKesson Corp.

GLENN W. NASH

PRESIDENT

CARLA F. PARSELL

LEASE COORDINATOR

By: *Glenn W. Nash*
Signature(s) of Debtor(s)

1/2/22/88
Title

By: *Carla F. Parsell*
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

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): Severna Park Plumbing & Heating, Inc. Address(es): 8232 Baltimore Annapolis Boulevard
Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank Address: Department: ACCU
Post Office Box 987, Mailstop 500-270
Attention: Lisa Edwards Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

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

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

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

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

Debtor: Severna Park Plumbing & Heating, Inc Secured Party: Maryland National Bank

By: Preston Moore, Sr. (Seal)
Type name and title, if any

By: C. Ann Abruzzo (Seal)
C. Ann Abruzzo, AVP

By: Preston Moore, Sr., Pres. (Seal)
Type name and title, if any

Jane C. Phillips, Assistant Vice President
Type name and title

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

RECORD FEE 11.00
.50
01/09/89
CK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 536 PAGE 348
Identifying File No. 275978

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

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

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

This financing statement Dated 11-19-88 11/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLIPPER CLUB CLIPPER CLUB
Address US NAVAL STATION ANNAP, MD 21402

2. SECURED PARTY

U. S. NAVAL STATION, ANNAPOLIS, M D., 21402
Name 26 JUICE, INC. T/A Dispense All of Maryland
Address 6037 Liberty Road
Baltimore, Maryland 21207 Phone: 301-26-JUICE
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

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

- 5 Gallon Stainless Steel Tanks
- Post Mix Guns
- High Pressure Regulators
- Low Pressure Regulators
- Cold Bareels

Name and address of Assignee	
RECORD FEE	1.10
RECORD FEE	9.90
POSTAGE	.50
#261260 0777 R03 110+32	
CK 01/07/89	

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
CLIPPER CLUB CLIPPER CLUB U.S. NAVAL STATION, ANNAPOLIS, MD. 21402
US NAVAL STATION ANNAP, MD. 21402

11.00
.50

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

X AL GANNINO
(Signature of Debtor)

X AL GANNINO
Type or Print Above Name on Above Line
AL GANNINO, MGR.
(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley
(Signature of Secured Party)

James K. Bradley, Pres.
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 536 PAGE 349
Identifying File # 275979

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

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

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

This financing statement Dated 11-11-88 11/11/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR MILLERSVILLE INN, INC.
Name Millersville Inn, Inc
Address 192 ROUTE THREE NORTH LANE MILLERSVILLE, MD 21108

2. SECURED PARTY 192 ROUTE THREE, NORTH LANE, MILLERSVILLE, MD., 21108
Name 26 JUICE. INC. T/A Dispense All of Maryland
Address 6037 Liberty Road

Baltimore, Maryland 21207 Phone: 301-26-JUICE
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

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

Name and address of Assignee

- 5 Gallon Stainless Steel Tanks
- Post Mix Guns
- High Pressure Regulators
- Low Pressure Regulators
- Cold Barrels

RECORD FEE 11.00
POSTAGE .50
#261270 0777 R03 T10:32
01/07/89

CHECK THE LINES WHICH APPLY

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

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

11.50

Millersville Inn MILLERSVILLE INN, INC.
192 Rt. 3 North Lane MILLERSVILLE, MD. 21108

192 ROUTE THREE NORTH LANE, MILLERSVILLE, MD.

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

Evan Radusi
(Signature of Debtor)

EVAN RADUSI
Type or Print Above Name on Above Line

EVAN RADUSI, MGR.
(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley
(Signature of Secured Party)

James K. Bradley, Pres.
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 536 PAGE 350
Identifying File No. 75980

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

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

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

This financing statement Dated 11/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CAPER ~~THE~~ GAMA, INC.
Address 210 REVELL HIGHWAY ANN. MD 21401

2. SECURED PARTY 210 REVELL HIGHWAY, ANNAPOLIS, MD., 21401

Name 26 JUICE, INC. T/A Dispense All of Maryland
Address 6037 Liberty Road
Baltimore, Maryland 21207 Phone: 301-26-JUICE
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

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

- 5 Gallon Stainless Steel Tanks
- Post Mix Guns
- High Pressure Regulators
- Low Pressure Regulators
- Cold Barrels

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .00
#261290 0777 R03 T10:33
01/07/89
POSTAGE .50
#261290 0777 R03 T10:33

CHECK THE LINES WHICH APPLY

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

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

CAPER CAPER GAMA, INC.
210 REVELL HWY. ANNAPOLIS, MD 21401
(Proceeds of collateral are also covered) 210 REVELL HIGHWAY, ANNAPOLIS, MD., 21401
(Products of collateral are also covered)

11.00
.50

[Signature]
(Signature of Debtor)

ADAM COLE
Type or Print Above Name on Above Line
ADAM COLE, MGR.
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

James K. Bradley, Pres.
Type or Print Above Signature on Above Line

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

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

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

This financing statement Dated 11-10-88 11/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR STAVLAS, INC., T/A TIMBUKTU
 Name Timbuktu STAVLAS, Inc
 Address 1726 DORSEY RD. HANOVER, MD. 21076

2. SECURED PARTY 1726 DORSEY ROAD, HANOVER, MD., 21076
 Name 26 JUICE, INC. T/A Dispense All of Maryland
 Address 6037 Liberty Road

Baltimore, Maryland 21207 Phone: 301-26-JUICE
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

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

Name and address of Assignee

- 5 Gallon Stainless Steel Tanks
- 2 Post Mix Guns
- 1 High Pressure Regulators
- Low Pressure Regulators
- Cold Barrels

RECORD FEE 12.00
 POSTAGE .00
 #261300 0777 R03 T10:33
 01/07/89
 POSTAGE .50
 #261310 0777 R03 T10:33
 01/07/89

CHECK THE LINES WHICH APPLY

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

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

STAVLAS, INC., T/A
Timbuktu TIMBUKTU
1726 DORSEY RD. HANOVER, MD 21076
 1726 DORSEY ROAD, HANOVER, MD.. 21076

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

12.00
 .50
 12.50

Michael Stavlas
 (Signature of Debtor)

X MICHAEL STAVLAS
 Type or Print Above Name on Above Line
 MICHAEL STAVLAS, MGR.
 (Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley
 (Signature of Secured Party)

James K. Bradley, Pres.
 Type or Print Above Signature on Above Line

TO BE RECORDED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Debtor or Assignor Form

Financing Statement

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

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor: Physical Security Systems International, Inc. Address: 7609 Energy Parkway Suite 102 Baltimore, MD 21226

RECORD FEE 11.00 POSTAGE .50 #262080 0777 R03 109:27 01/09/89

Secured Party (Or Assignee)

Crestar Bank MD 7701 Greenbelt Road, Suite 500 Greenbelt, MD 20770

Attach separate list if necessary

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

All of the Owner's rights, now existing or arising in the future, to payment for goods sold or leased or for services rendered, whether or not earned by performance, and whether or not such right to payment is evidenced by an instrument, document or chattel paper (the "Accounts"), together with all interest of the Owner in goods, the sale or lease of which shall have given rise or may give rise to any Account, and all of the Owner's property, including things in action, all returned goods, reclaimed and repossessed goods, chattel paper, documents, instruments and money, including, without limitation, returned and unearned insurance premiums, tax refunds, contract **

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. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor hereby grants Secured Party a Security Interest in the Collateral described above.

Debtor (or Assignor) Physical Security Systems International Inc. Ronald C. Nunnally, President

Secured Party (or Assignee) Crestar Bank MD

By C. Evan Becker, III Assistant Vice President

Type or print names under signatures.

**Collateral cont. rights and causes in action of any kind and nature whatsoever (General Intangibles) and all proceeds and products thereof. Including but not limited to United States of America, U.S. Department of State Government contract number 2048-817117.

Handwritten mark resembling '112'

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

FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address	Maturity date (if any):
	Lady Leslie Bay Bridge Marketplace 595 Revells Highway Annapolis, Maryland 21401	
	Secured Party(ies) and Complete Address	FOR OFFICE USE ONLY BOOK 536 PAGE 354 275986
	Meridian Bank Seventh and Hamilton Streets Allentown, PA 18101	
	Assignee(s) of Secured Party and Complete Address	

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

All of the Borrower's present and future inventory, all products thereof and all returned, reclaimed and/or repossessed goods.

RECORD FEE 11.00
POSTAGE .50
#262130 0777 R03 T09:30
CK 01/09/89

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

NAR *NAR*

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

Filed with Register of Deeds and Mortgages of Ann Arundel County. Secretary of State

Filed with the County Clerk of _____ County.

Signature(s) of Debtor(s): Lady Leslie, Inc. *Nancy A. Parello*
Nancy A. Parello, President

Signature(s) of Secured Party(ies) or Assignee(s): Meridian Bank
James W. Hartman
James W. Hartman, Assistant Banking Officer

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

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

FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address	Maturity date (if any):
	Lady Leslie Woman's World Bay Bridge Marketplace 595 Revells Highway Annapolis, Maryland 21401	FOR OFFICE USE ONLY 536 - 355
	Secured Party(ies) and Complete Address	275987
	Assignee(s) of Secured Party and Complete Address	

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

All of the Borrower's present and future inventory, all products thereof and all returned, reclaimed and/or repossessed goods.

RECORD FEE 11.00
POSTAGE .50
#262140 0777 R03 109#31
01/09/89
CK

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

<i>NA Pwitt</i>	<i>NA Pwitt</i>	No. of additional sheets presented. ()
a. () Proceeds of Collateral are also covered.	b. (X) Products of Collateral are also covered.	
(X) Filed with Register of Deeds and Mortgages of Ann Arundel County.	() Secretary of State	
() Filed with the County Clerk of _____ County.		
Signature(s) of Debtor(s) Lady Leslie, Inc. <i>Nancy A. Parello</i> Nancy A. Parello, President	Signature(s) of Secured Party(ies) or Assignee(s) Meridian Bank <i>James W. Hartman</i> James W. Hartman, Assistant Banking Officer	

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

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

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

United Propane, Inc.
205 Najoles Rd.
Millersville, MD 21108
Ann Arundel Co.

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

Chemi-Trol Chemical Co.
2776 C.R. 69 Rt. 1
Gibsonburg, OH 43431
Sandusky Co.

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:

LP Gas Storage Tanks with quantities and serial nos. on the attached listing.

Note 998

subject to recordation tax

paid to state Dept of assessment
and taxation 28.16

RECORD FEE 12.00
POSTAGE .50

#242300 0777 003 108146

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

01/09/89
CK

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:

County Recorder

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

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. ~~United Propane, Inc. that the Secured Party claims a security interest under the financing statement covering the items shown above.~~

Date Nov 29 19 88

By: David J. [Signature]
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.
(For Use In Most States)

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)
William Barnett
2979 Solomons Island Road
Edgewater, MD 21037

2. Secured Party(ies) and address(es)
Dominion Bank of Maryland
191 MD RT #3, P.O. Box 300
Millersville, MD 21108

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
#262380 0717 R03 109:52
01/09/89
OK

4. This financing statement covers the following types (or items) of property:
(1) Auto Perimeter-Model MT-336
(1) Computer Stand and Electric H Base-Marco Table

Equipment in A.A.C.O.

NO RECORDATION TAX--CONDITIONAL SALE

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:

William Barnett
By: [Signature]
Signature(s) of Debtor(s)

Dominion Bank of Maryland N.A.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____Page No. 582

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

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING FURTHER KNOWN AND DESIGNATED as Units 203 and 303 (Building 19) as shown on the Plats entitled "Phase 3, Building 19, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-38, pages 46 through 50, inclusive, Plats No. E-1896 through E-1900, inclusive; and,

Dated: September 20, 1988

FIRST AMERICAN BANK OF MARYLAND

RECORD FEE 10.00
POSTAGE .50

264460 0055 R03 120419

01/09/89

By: *Tom C. Naylor*
Senior Loan Officer

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 878
Glen Burnie, Maryland 21061
(88-423 and 88-528)

10⁰⁰ 50

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

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 Units 103, 104 and 302 (Building 20) as shown on the Plats entitled "Phase 4, Building 20, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 3 through 7, inclusive, Plats No. E-1903 through E-1907, inclusive; and,

RECORD FEE 10.00
POSTAGE .50
284490 0055 R03 T20:21
01/09/89



Dated: October 6, 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 878
Glen Burnie, Maryland 21061
(88-429/88-711 and 88-713)

10/10

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

BOOK 536 PAGE 360

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

270190
10-9-87

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

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 Units 103 and 303, Phase 2 (Building 18) as shown on the Plats entitled "Phase 2, 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: September 19, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Wilkins*
Senior Loan Officer

FILE IN:

- () SDAT
() Land Records
() Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-414/88-411)

RECORD FEE 10.00
POSTAGE .50
#264530 0055 R03 120#23
01/09/89



10/30

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

BOOK 536 PAGE 361

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

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

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 Units 103, 104 and 302 (Building 20) as shown on the Plats entitled "Phase 4, Building 20, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 3 through 7, inclusive, Plats No. E-1903 through E-1907, inclusive; and,

Dated: October 13, 1988

FIRST AMERICAN BANK OF MARYLAND

By: Janet A. Matterman

RECORD FEE 10.00
POSTAGE .50
#264550 0055 R03 120:24
01/09/89

FILE IN:

- SDAT
 Land Records
 Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-429/88-711 and 88-713)

10⁰⁰



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

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 Units 101, 102, 103, 201 and 303, as shown on the Plats entitled "Phase Plats, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 28 through 33, inclusive, Plats No. E-1878 through E-1883, inclusive.

RECORD FEE 10.00
POSTAGE .50
#264600 0055 R03 120:27
01/09/89

Dated: August 23, 1988

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
Senior Loan Officer

FILE IN:

- () SDAT
- () Land Records
- (XX) Financing Statements



Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061

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UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

BOOK 536 PAGE 363

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

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

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 301 (Building 18) 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 37 through 41, inclusive, Plats No. E-1887 through E-1891, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 101, (Building 19) as shown on the Plats entitled "Phase 3, Building 19, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 46 through 50, inclusive, Plats No. E-1896 through E-1900, inclusive.

BEING FURTHER KNOWN AND DESIGNATED as Units 101 and 202 (Building 20) as shown on the Plats entitled "Phase 4, Building 20, Cromwell Fountain - Section 1", which plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 3 through 7, inclusive, Plats No. E-1903 through E-1907, inclusive.

- Dated: October 13, 1988

FIRST AMERICAN BANK OF MARYLAND

By: Pamela A. Masterna

RECORD FEE 10.00
POSTAGE .50
#264620 0055 R03 120:28

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements



01/09/89

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-418/420/431/668)

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50

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

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 302, Phase 2 (Building 18) as shown on the Plats entitled "Phase 2, 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: November 17, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *George C. Nishida*
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

RECORD FEE 10.00
POSTAGE .50

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-765)

#264650 0055 R03 120430



01/09/89

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UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

BOOK 536 PAGE 365

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

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 301 (Building 17) as shown on the Plats entitled "Phase 1, Building 17, 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 104, (Building 19) as shown on the Plats entitled "Phase 3, Building 19, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 46 through 50, inclusive, Plats No. E-1896 through E-1900, inclusive.

Dated: November 17, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Jan C. Nishida*
Assistant Vice President

RECORD FEE 10.00
POSTAGE .50

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

#264580 0055 R03 T20:31



01/09/89

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-763/88-767)

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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

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 Units 302, Phase 1 (Building 17) as shown on the Plats entitled "Phase Plats, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 28 through 33, inclusive, Plats No. E-1878 through E-1883, inclusive.

Dated: September 19, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Sam C. Nield*
Senior Loan Officer
First American BankRECORD FEE 10.00
POSTAGE .50

#264710 0055 R03 T20#32

01/09/89

FILE IN:

- () SDAT
() Land Records
(~~xxx~~) Financing Statements



Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061

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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

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 202 (Building 17), as shown on the Plats entitled "Phase Plats, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 28 through 33, inclusive, Plats No. E-1878 through E-1883, inclusive; and,

RECORD FEE 10.00
POSTAGE .50

BEING FURTHER KNOWN AND DESIGNATED as Unit 104 (Building 18) 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 37 through 41, inclusive, Plats No. E-1887 through E-1891, inclusive; and,

#264740 0055 R03 T20:34

BEING FURTHER KNOWN AND DESIGNATED as Unit 102 (Building 19) as shown on the Plats entitled "Phase 3, Building 19, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-38, pages 46 through 50, inclusive, Plats No. E-1896 through E-1900, inclusive; and,

01/09/89



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BEING FURTHER KNOWN AND DESIGNATED as Units 303 and 304 (Building 20) as shown on the Plats entitled "Phase 4, Building 20, Cromwell Fountain - Section 1", which plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 3 through 7, inclusive, Plats No. E-1903 through 1907, inclusive.

Dated: September 19, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Geoff C. Nink*
Senior Loan Officer

FILE IN:

- () SDAT
- () Land Records
- (XX) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____Page No. 582

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

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 Units 103 and 302, Phase 3 (Building 19) as shown on the Plats entitled "Phase 3, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-38, pages 46 through 50, inclusive, Plats No. E-1896 through E-1900, inclusive.

Dated: September 19, 1988

FIRST AMERICAN BANK OF MARYLAND

By: *Eric C. ...*

Senior Loan Officer

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

RECORD FEE 10.00
POSTAGE .50
#264770 0055 R03 120:36



Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-416/88-424)

01/09/89

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UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____Page No. 582

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

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 Units 202, 204 and 303, Building 12, as shown on the Plats entitled "Phase 8, Building 12, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-39, pages 24 through 28, inclusive, Plats No. E-1924 through E-1928, inclusive.

Dated: December 12, 1988

FIRST AMERICAN BANK OF MARYLAND

By: _____

Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

RECORD FEE 10.00
POSTAGE .50

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-833/88-834/88-403)



#264790 0055 R03 120:36

01/09/89

10⁰⁰ 58

- () Ann Arundel County
Land Records
(x) Anne Arundel County
Financial Statement
Records
() SDAT

Not subject to recordation
pursuant to Section 12-105
(f) of the Tax-Property
Article of the Annotated
Code of Maryland

INDEMNITY FINANCING STATEMENT

1. Guarantor:
4800 RITCHIE HIGHWAY,
LIMITED PARTNERSHIP

Address:
c/o Anne Arundel Dog and
Cat Hospital, Inc.
4800 Ritchie Highway
Baltimore, Maryland 21225

2. Secured Party:

HOWARD H. MISHKIN

Address:

Howard H. Mishkin
2301 Velvet Ridge
Owings Mills, Maryland
21117

RECORD FEE 13.00

POSTAGE .50

4455280 (345) 801 70725

CK 02/10/88

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Guarantor (specifically excluding any property or equipment owned by tenants or service contractors located at said land), including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors,

landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral, including any rents or other amounts payable under the Lease dated as of January 1, 1988 by and between the Guarantor and Anne Arundel Dog and Cat Hospital, Inc.; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, insurance proceeds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

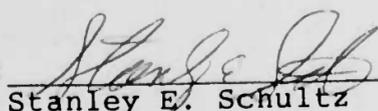
4. The aforesaid items are included in an Indemnity Mortgage given by Guarantor to the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Guarantor to Secured Party.
5. Proceeds of collateral are also covered.
6. The land consists of approximately .2 acres located at 4800 Ritchie Highway, Anne Arundel County, Maryland and is more particularly described in the Indemnity Mortgage referred to above.

Guarantor:

4800 RITCHIE HIGHWAY, LIMITED PARTNERSHIP

December 30, 1988

By:


Stanley E. Schultz
General Partner

To the Filing Officer: After this statement has been recorded, please mail the same to: J. Kendall Huber, Piper & Marbury 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date &	
Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
TERRIFIC PROMOTIONS, INC., a Maryland corporation	8265	Patuxent Range Road,	Jessup,	Maryland 20794
	6718	Ritchie Hwy.,	Glen Burnie,	Maryland 21061
	5649	G General Washington Dr.,	Alexandria,	VA 22312

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

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

ATTN: VIVIAN JOEL
SOVRAN BANK/DC NATIONAL
1801 K STREET N.W.
WASHINGTON, D.C. 20006

RETURN TO:

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR FURTHER DESCRIPTION OF COLLATERAL.

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE CK .50
4458740 0345 001 71418
01/10/87

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~to 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 \$205,016 of which \$5,000 is taxable. Amt. of tax paid \$35.00 in Anne County, Arundel

Debtor(s) or assignor(s)
TERRIFIC PROMOTIONS, INC., A Maryland corporation

BY: Mamela J. Alper
BY: Melvin H. Co
(Type or print name under signature)

SOVRAN BANK/DC NATIONAL (Seal)
(Corporate, Trade or Firm Name)
BY: Christine Reighard
Signature of Secured Party or Assignee
Christine Reighard, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

11- FF
35.00 TAXES - ANNE ARUNDEL COUNTY

SCHEDULE "A"

Financing Statement

DEBTOR: TERRIFIC PROMOTIONS, INC.

Description of Debtor's Collateral:

(a) Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

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

Debtor's Initial: TPOfficer's Initial: CA

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): John Thackwray Address(es): 21 Easton Ave. Annapolis, MD 21403

6. Secured Party: Maryland National Bank Address: Department: Church Circle
 Attention: D.L. Phipps Post Office Box 987, Mailstop 500501
 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.

~~XXXX~~ *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):

1988 Evinrude Outboard Boat Moter 140 HP Serial #G1741799

Debtor: *John Thackwray*

Secured Party: Maryland National Bank

By: John Thackwray (Seal)
 Type name and title, if any

By: *D.L. Phipps* (Seal)

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

D.L. Phipps Ass't Vice Pres.
 Type name and title

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

Maturity date (if any):

Fortune Leasing, Inc.
2380 Congress Avenue
Clearwater, FL 33519

FOR OFFICE USE ONLY

BOOK **536** PAGE **377**

Secured Party(ies) and Complete Address

Fortune Savings Bank
2120 U.S. 19 South
Clearwater, FL 33546-6802

275933

Assignee(s) of Secured Party and Complete Address

[Handwritten scribbles]

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

All accounts, contract rights, chattel paper, instruments, general intangibles, ^{and} inventory, ~~equipment and fixtures~~ of Debtor, whether now owned or hereafter acquired, howsoever evidenced, and wherever located, all as more particularly described on Exhibit A attached hereto and by reference made part hereof.

The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81. §§277, 278 annotated Code of Maryland as amended.

13.00
1.50

11.50

RECORD FEE 13.00
POSTAGE .50
11260040 0040 104 115:27
01/11/89

CK

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered. b. () Products of Collateral are also covered. No. of additional sheets presented. (2)
() Filed with Register of Deeds and Mortgages of _____ County. () Secretary of State
() Filed with the County Clerk of Anne Arundel County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

FORTUNE LEASING, INC.

FORTUNE SAVINGS BANK

FILING OFFICER COPY — Approved by New Jersey Department of State

UNIFORM COMMERCIAL CODE STANDARD FORM UCC-1 (REV. 9/81) REORDER FROM: PULL-A-PART BUSINESS FORMS (312) 841-3266

EXHIBIT A TO UCC FINANCING STATEMENT
FROM FORTUNE LEASING, INC. ("DEBTOR")
TO FORTUNE SAVINGS BANK ("SECURED PARTY")

All of the following property, or interests in property, of Debtor, whether now owned or hereafter acquired, howsoever evidenced, and wherever located:

All of Debtor's cash, accounts, contract rights, chattel paper and instruments, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all leases, whether now or hereafter existing, between Debtor, as lessor, and any other party, as lessee, evidencing the lease, re-lease or renewal of lease of "Leased Inventory" (as that term is hereinafter defined) by Debtor to such lessee, together with all expansions or renewals thereof and all amendments, attachments, schedules, additions and modifications thereto, and all documents, instruments, certificates and agreements executed and/or delivered to or in favor of Debtor by lessees pursuant thereto, whether prior to, at or subsequent to the execution and delivery thereof (herein, "Leases" or a "Lease"), all sums owing to Debtor under or with respect to any Leases, including, without limitation, all rents, late charges, security deposits, liquidated damages and insurance proceeds, howsoever evidenced, arising or occurring (herein, all "Lease Payments"), all other present and future forms of obligations or any sort whatsoever owing to Debtor, whether or not earned by performance, and all instruments and documents of title representing any of the foregoing.

All of Debtor's inventory, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, wherever located, including particularly, but without limitation, all inventory of Debtor consisting of computers, together with any and all attachments thereto, hardware, software, spare parts, repair parts and accessories therefor, and all replacements therefor and substitutions thereto, which are either on lease pursuant to a Lease or a series of Leases (whether with one lessee or a series of lessees at one location or a series of locations both within and without the jurisdiction in which this financing statement is filed or recorded) or are being held by Debtor for lease or re-lease pursuant to a Lease (herein, "Leased Inventory").

All of Debtor's general intangibles, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all federal, state and local licenses and permits and any other governmental approvals and consents; all Leases; all trademarks, trade names, service marks, licenses and trade secrets; all causes of action, corporate or other business records, customer lists, tax refunds and tax refund claims; all right, title and interest

of Debtor, whether legal or equitable, arising under or pursuant to the Leases and with respect to the Leased Inventory, including, without limitation, the right to receive and collect all Lease Payments owing thereunder or with respect thereto, the right to the residual value of, and to reclaim, the Leased Inventory, the right to receive indemnities thereunder, the right to any escrowed funds securing the performance of obligations thereunder, and the right to enforce all contracts of insurance, warranty, guaranty, suretyship, service, repurchase and maintenance existing under any Leases or now or hereafter obtained relative thereto or with respect to any Leased Inventory, together with all rights of Debtor, whether as lessor or lessee, under any and all other leases (including, without limitation, all rights of Debtor, as lessor or lessee under all capital leases and operating leases); and all rights to indemnification.

BOOK 536 PAGE 380

275994

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date &
Hour.

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Fortune Leasing, Inc.	2380	Congress Avenue	Clearwater	Florida 33519

Name of Secured Party or assignee	No.	Street	City	State
Citicorp North America, Inc.	Suite 600 211	Perimeter Center Pkwy.	Atlanta	Georgia

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

All accounts, contract rights, chattel paper, instruments, general intangibles, and inventory, ~~equipment and fixtures~~ of Debtor, whether now owned or hereafter acquired, howsoever evidenced, and wherever located, all as more particularly described on Exhibit A attached hereto and by reference made part hereof.

Filed with: Anne Arundel County, Maryland

RECORD FEE 21.00
 POSTAGE .50
 #260030 0040 R04 T15427
 OK 01/11/87

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

CHECK THE LINES WHICH APPLY

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

- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ ~~are~~ 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)

FORTUNE LEASING, INC.

CITICORP NORTH AMERICA, INC.

By: *Rick W. Sadore*
 Title: RICK W. SADORE
VP - FINANCE

By: (Corporate, Trade or Firm Name) *Michelle Hannon* (Seal)
 Title: Vice President
 Signature of Secured Party or Assignee

(Type or print name under signature)

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

RETURN TO: JUDY J. ROLAND
KING & SPALDING
2500 TRUST COMPANY TOWER
ATLANTA, GEORGIA 30303

RETURN TO:

RETURN TO:

21.00
+ .50
= 21.50



EXHIBIT A TO UCC FINANCING STATEMENT
FROM FORTUNE LEASING, INC. ("DEBTOR")
TO CITICORP NORTH AMERICA, INC. ("SECURED PARTY")

All of the following property, or interests in property, of Debtor, whether now owned or hereafter acquired, howsoever evidenced, and wherever located:

All of Debtor's cash, accounts, contract rights, chattel paper and instruments, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all leases, whether now or hereafter existing, between Debtor, as lessor, and any other party, as lessee, evidencing the lease, re-lease or renewal of lease of "Leased Inventory" (as that term is hereinafter defined) by Debtor to such lessee, together with all expansions or renewals thereof and all amendments, attachments, schedules, additions and modifications thereto, and all documents, instruments, certificates and agreements executed and/or delivered to or in favor of Debtor by lessees pursuant thereto, whether prior to, at or subsequent to the execution and delivery thereof (herein, "Leases" or a "Lease"), all sums owing to Debtor under or with respect to any Leases, including, without limitation, all rents, late charges, security deposits, liquidated damages and insurance proceeds, howsoever evidenced, arising or occurring (herein, all "Lease Payments"), all other present and future forms of obligations or any sort whatsoever owing to Debtor, whether or not earned by performance, and all instruments and documents of title representing any of the foregoing.

All of Debtor's inventory, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, wherever located, including particularly, but without limitation, all inventory of Debtor consisting of computers, together with any and all attachments thereto, hardware, software, spare parts, repair parts and accessories therefor, and all replacements therefor and substitutions thereto, which are either on lease pursuant to a Lease or a series of Leases (whether with one lessee or a series of lessees at one location or a series of locations both within and without the jurisdiction in which this financing statement is filed or recorded) or are being held by Debtor for lease or re-lease pursuant to a Lease (herein, "Leased Inventory").

All of Debtor's general intangibles, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all federal, state and local licenses and permits and any other governmental approvals and consents; all Leases; all trademarks, trade names, service marks, licenses and trade secrets; all causes of action, corporate or other business records, customer lists, tax refunds and tax refund claims; all right, title and interest

of Debtor, whether legal or equitable, arising under or pursuant to the Leases and with respect to the Leased Inventory, including, without limitation, the right to receive and collect all Lease Payments owing thereunder or with respect thereto, the right to the residual value of, and to reclaim, the Leased Inventory, the right to receive indemnities thereunder, the right to any escrowed funds securing the performance of obligations thereunder, and the right to enforce all contracts of insurance, warranty, guaranty, suretyship, service, repurchase and maintenance existing under any Leases or now or hereafter obtained relative thereto or with respect to any Leased Inventory, together with all rights of Debtor, whether as lessor or lessee, under any and all other leases (including, without limitation, all rights of Debtor, as lessor or lessee under all capital leases and operating leases); and all rights to indemnification.

EXHIBIT A TO UCC FINANCING STATEMENT
FROM FORTUNE LEASING, INC. ("DEBTOR")
TO CITICORP NORTH AMERICA, INC. ("SECURED PARTY")

All of the following property, or interests in property, of Debtor, whether now owned or hereafter acquired, howsoever evidenced, and wherever located:

All of Debtor's cash, accounts, contract rights, chattel paper and instruments, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all leases, whether now or hereafter existing, between Debtor, as lessor, and any other party, as lessee, evidencing the lease, re-lease or renewal of lease of "Leased Inventory" (as that term is hereinafter defined) by Debtor to such lessee, together with all expansions or renewals thereof and all amendments, attachments, schedules, additions and modifications thereto, and all documents, instruments, certificates and agreements executed and/or delivered to or in favor of Debtor by lessees pursuant thereto, whether prior to, at or subsequent to the execution and delivery thereof (herein, "Leases" or a "Lease"), all sums owing to Debtor under or with respect to any Leases, including, without limitation, all rents, late charges, security deposits, liquidated damages and insurance proceeds, howsoever evidenced, arising or occurring (herein, all "Lease Payments"), all other present and future forms of obligations or any sort whatsoever owing to Debtor, whether or not earned by performance, and all instruments and documents of title representing any of the foregoing.

All of Debtor's inventory, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, wherever located, including particularly, but without limitation, all inventory of Debtor consisting of computers, together with any and all attachments thereto, hardware, software, spare parts, repair parts and accessories therefor, and all replacements therefor and substitutions thereto, which are either on lease pursuant to a Lease or a series of Leases (whether with one lessee or a series of lessees at one location or a series of locations both within and without the jurisdiction in which this financing statement is filed or recorded) or are being held by Debtor for lease or re-lease pursuant to a Lease (herein, "Leased Inventory").

All of Debtor's general intangibles, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all federal, state and local licenses and permits and any other governmental approvals and consents; all Leases; all trademarks, trade names, service marks, licenses and trade secrets; all causes of action, corporate or other business records, customer lists, tax refunds and tax refund claims; all right, title and interest

EXTRA EX. A RETURNED

STAMP-DATED

of Debtor, whether legal or equitable, arising under or pursuant to the Leases and with respect to the Leased Inventory, including, without limitation, the right to receive and collect all Lease Payments owing thereunder or with respect thereto, the right to the residual value of, and to reclaim, the Leased Inventory, the right to receive indemnities thereunder, the right to any escrowed funds securing the performance of obligations thereunder, and the right to enforce all contracts of insurance, warranty, guaranty, suretyship, service, repurchase and maintenance existing under any Leases or now or hereafter obtained relative thereto or with respect to any Leased Inventory, together with all rights of Debtor, whether as lessor or lessee, under any and all other leases (including, without limitation, all rights of Debtor, as lessor or lessee under all capital leases and operating leases); and all rights to indemnification.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **275993**

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

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

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

BOOK 536 PAGE 385

This financing statement Dated 10-21-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RIDENBAUGH, J DONALD
196 WEST ST
Address ANNAPOLIS MD 21401

2. SECURED PARTY

Name West Publishing Company
50 W Kellogg Blvd
Address P O Box 64526
St Paul MN 55164-0526

RECORD FEE 13.00
27740 2777 R03 T20:52
01/11/89

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

3. Maturity date of obligation (if any) _____ CK

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

Name and address of Assignee

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT #27779

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 SECURITY AGREEMENT
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

13

WEST PUBLISHING CO

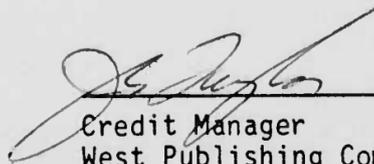
(Signature of Secured Party)

LIEN CLERK

DM Shepard
Type or Print Above Signature on Above Line
DM SHEPARD

CERTIFICATION OF COPY OF CONTRACT

I, J E Taylor, Credit Manager of West Publishing Company, St Paul,
Minnesota have personally compared the attached copy with the original
contract of 10-21-87 J DONALD RIDENBAUGH
between ANNAPOLIS MD and
the West Publishing Company and do hereby certify that this is a true
and exact copy.


JE TAYLOR
Credit Manager
West Publishing Company
St Paul, Minnesota

To Be Recorded In The
Chattel Records of Anne
Anne County, Maryland

Not Subject To Recordation
Tax (All Non-Exempt Property
Located in Baltimore City,
Maryland).

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

1. DEBTOR: SACHSE CORPORATION
t/a WARNER FRUEHAUF CONTAINER SALES
& RENTAL
2100 Haines Street
Baltimore, Maryland 21230
2. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND
111 South Calvert Street
Baltimore, Maryland 21202
Attention: Raymond J. Ehrlich,
Senior Corporate Banking
Officer
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, and General Intangibles, as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - b. 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;
 - c. 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 or lease 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");

RECORD FEE 14.00
POSTAGE .00
#261720 0777 R03 T20:51
GK 01/11/89
.50
#261720 0777 R03 T20:51
01/11/89

14 50

- d. 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;
- e. All of the Debtor's leases, together with all powers, privileges, rights and other benefits due or to become due under the leases and all documents related thereto or connected therewith and the property described therein, including, but not limited to, the immediate and unconditional right to (i) receive and collect any and all payments and the right to make all waivers, elections, and agreements, to give all notices, consents and releases, to take all action and exercise all remedies upon the happening of an event of default specified in the leases, and to do any and all other things whatsoever which the Debtor is or may become entitled to do under the leases; and (ii) either in the name of the Debtor or in the Secured Party's own name or that of its nominee, to ask for, demand, sue for, collect, receive, and compromise, release and discharge any lessee's liability for any and all payments to which the Debtor is or may become entitled under the leases and to enforce compliance by any lessee with all of the terms and provision thereof.
- f. Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- g. All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- h. 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;
- i. 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);

- j. General Intangibles in the form of goodwill; and
 - k. All records relating to or pertaining to any of the above.
 - l. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

SACHSE CORPORATION,
A Maryland Corporation

By: Douglas T. Sachse (SEAL)
Douglas T. Sachse,
President

Date: December 29, 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) 7831

STATE OF MARYLAND
FINANCING STATEMENT BOOK 536 PAGE 391
FORM UCC-1

275937

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

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

See Schedule X attached hereto and made a part hereof.

Filed with: Anne Arundel County *Recordation tax not required*

CHECK THE LINES WHICH APPLY

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

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

01-210-35668-00.00100

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

Cardinal Industries, Inc.
(Signature of Debtor)

1/750
[Signature]
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sanwa Business Credit Corporation

(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

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

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

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

CHECK II. NO.	CHECK DATE	DESCRIPTION	SERIAL NO.	VENDOR	INVOICE NUMBER
------------------	---------------	-------------	------------	--------	-------------------

THE FOLLOWING GOODS:

Cardinal Industries, Inc.; 333 South Hammonds Ferry Rd.; Glen Burnie, MD 21061

26646	22-Nov-88	#1014 Chairs, #1603 Forest		Tupelo	33524
25791	21-Oct-88	Lateral File		American Office	B-16831
26603	22-Nov-88	Chairs, Sofa, Tables		Adden Furniture Inc.	007971
26604	22-Nov-88	Stacker Chairs		American Office	B-17158
26734	16-Sep-88	#PDC48 Power Distributor		Price Modern Inc	FD 4820
23775	12-Aug-88	Cocktail Drum Table		American Office Equipment Co.	B-16299
24123	26-Aug-88	Modular Systems		American Office Equipment Co.	B-16518
24123	26-Aug-88	Conference Table		American Office Equipment Co.	B-15774
24123	26-Aug-88	Modular Systems		American Office Equipment Co.	B-16396
24454	09-Sep-88	Modular Systems		American Office Equipment Co.	B-16615
24553	09-Sep-88	Secretarial Posture Chair		Price Modern Inc	FD 4820
26305	07-Nov-88	Everex AT CPU, Printer & Acc.	EE43531	Micro Center	088889
26725	07-Nov-88	Ritter Frame Clamping Table	237	State Saw and Machine	31113
25100	30-Sep-88	Slautterback Hot Glue Gun		Mike Evans Industrial Adhesives	6114
24902	23-Sep-88	Used Yale Forklift w/Sideshfr	314472, 870173	Yale Industrial Trucks	M57849
24654	15-Sep-88	Modular Systems		American Office Equipment Co.	B-16454-A
24654	15-Sep-88	(3) Chairs		American Office Equipment Co.	B-15437-A
25473	14-Oct-88	Sofa		American Office	B-16693

MUDD MIXING MACHINE*

Cardinal Industries, Inc.; 333 South Hammonds Ferry Rd.; Glen Burnie, MD 21061

96939	15-Sep-87	Starter, Pushbutton		Emcorp	119259-00
96939	15-Sep-87	Starter, Pushbutton		Emcorp	119259-01
96939	15-Sep-87	Sockets		Emcorp	121127-00
97920	22-Sep-87	Solnoidbdy,Coil		W.W. Grainger, Inc.	176-853840
97920	22-Sep-87	On-Dly Rly, Octal Skt		W.W. Grainger, Inc.	176-855337
97947	22-Sep-87	Draw Pull Catch		McMaster-Carr	593722
98016	22-Sep-87	Pressure Regulator		Westwater Supply Corp	182341
98221	24-Sep-87	Terminal		Emcorp	119371-00
9867	29-Sep-87	Needle Valve		The Isaacs Co.	I-45487-1
99553	01-Oct-87	Needle Valve		The Isaacs Co.	I-45487-0
101424	20-Oct-87	Hopper Ext,Proc Frame,Bracket		Sautter Bros	0935
105543	22-Sep-87	Feeder	600-87-2009	AccuRate	007901
11623	18-Feb-88	Used Continuous Processor & acc.	107519	Teledyne Readco	42522
11763	25-Feb-88	Low Pres Solnoidbdy		W.W.Grainger, Inc.	176-801956

Initials of Debtor: MS page 1 of 1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 00578

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

If transaction or transactions wholly or 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 Dessi Documentation & Engineering Support Services, Inc.
Address 405 Headquarters Dr., Suite 1, Millersville, MD 21108

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Road Suite 124
Orangeburg, NY 10962

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

RECORD FEE 17.00
RECORD TAX 38.50
PAGE .50
#201680 CITY ROS T20:49
01/11/89

3. Maturity date of obligation (if any)

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

Equipment Cost: \$5100.00
Tax; \$ 22.44 Anne Arundel County

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED 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)
(If collateral is goods which are or are to become fixtures) The above 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)
DESSI DOCUMENTATION & ENGINEERING SUPPORT SERVICES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)

(Signature of Secured Party)
FIRST INTERSTATE CREDIT ALLIANCE, INC.
F/K/A CREDIT ALLIANCE CORPORATION
Type or Print Above Signature on Above Line

Handwritten numbers: 17, 38, 52, 50

**FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")**

Affiliate of First Interstate Bancorp

□ 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

□ 100 DUTCH HILL RD ORANGEBURG NY 10962 (914) 3651095

LEASE NO.

20576-6

6-950

FULL LEGAL NAME AND ADDRESS OF "LESSEE" DESSI 405 DE WIGGINS DR SUITE 100 ORANGEBURG, NY 10962	SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS) PREFERRED AUDIO TONE 301 DUNN ST FORT WORTH, TX 76105
--	---

BOOK 536 PAGE 394

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 SHARP SF 8100 COPIER # 84103906
	1 SHARP SF 8100 COPIER CABINET # 10435
	1 SHARP SF 465 ADF # 66504731

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

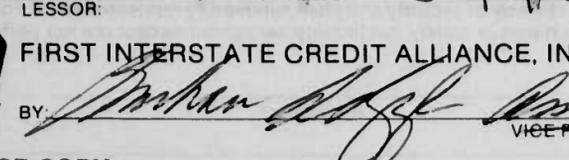
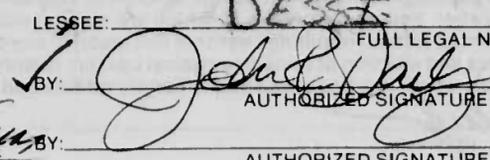
CITY:	COUNTY:	STATE:
FOR INITIAL TERM OF THIS LEASE		
AMOUNT OF EACH RENT PAYMENT \$ 181.71 (PLUS SALES TAX, IF APPLICABLE)	NO. OF RENT PAYMENTS 36	TOTAL RENT \$ 6,541.56 (PLUS SALES TAX IF APPLICABLE)
		INITIAL TERM OF LEASE (NO. OF MONTHS) 36 MONTHS
		ADVANCE RENT \$ 181.71 (EXCLUSIVE OF ANY SALES TAX)
		AFTER INITIAL TERM RENEWAL RENT \$ PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 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.
- 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.

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: <u>Orangetburg</u>	DATE EXECUTED BY LESSEE: _____
DATE: _____	LESSEE: <u>DESSI</u>
LESSOR: _____	FULL LEGAL NAME
 BY: _____	 AUTHORIZED SIGNATURE
FIRST INTERSTATE CREDIT ALLIANCE, INC.	Gx v.p. TITLE
BY: _____ VICE PRESIDENT	AUTHORIZED SIGNATURE
	TITLE

LEASE COPY

5

536 PAGE 395
8009

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. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. 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 replace same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's 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, express or implied.

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 monies 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 to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges 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 or any interest therein, or (b) sublet or lend 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 20% 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, or if Lessee fails to perform any other provision hereof within (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 held 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 the then Fair Value of the equipment 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 to the then Fair Value of the equipment); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment), Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum). (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees. (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. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be 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 be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. 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 OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

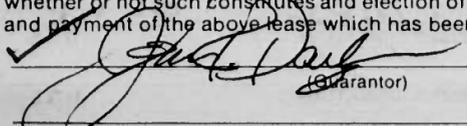
18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to 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 to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, 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 such 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 its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor'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 Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. 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 provisions hereof in one instance shall not constitute a waiver as to any other instance.

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 including but not limited to extensions, modification and compromises 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.) _____ (Guarantor) _____ (L.S.)
 _____ (L.S.) _____ (Guarantor) _____ (L.S.)

Date: NOVEMBER 15, 1988

First Interstate Credit Alliance, Inc.
100 Dutch Hill Road Suite 124
Orangeburg, New York 10962

Re: Equipment Lease Agreement Dated
between DESSI DOCUMENTATION & ENGINEERING , as Lessee.
SUPPORT SERVICES, INC.
and FIRST INTERSTATE CREDIT ALLIANCE, INC. , as Lessor.
and all other documents given in conjunction therewith.

Gentlemen:

We Hereby authorize you to correct LESSEE'S NAME AND ADDRESS
on the captioned Equipment Lease Agreement to read:

DESSI DOCUMENTATION & ENGINEERING SUPPORT SERVICES, INC.
405 HEADQUATERS DRIVE, SUITE 1
MILLERSVILLE, MD. 21108

The effect of this revision shall be the same as if the Equipment Lease Agreement had
been correct originally and in all other respects, all of the terms and conditions
of the captioned Equipment Lease Agreement shall remain in full force and effect.

Very Truly Yours,

By: _____
JOHN R. DARLEY

275999

STATE OF MARYLAND
 ANNE ARUNDEL COUNTY, MARYLAND
 FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>None</u>	If this statement is to be recorded in land records check here <input type="checkbox"/>
--	---

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

1. DEBTOR

Name: TRI-STATE CREDIT CORPORATION
 Address: 24 Crofton Lane
 Crofton, Maryland 21114

2. SECURED PARTY

Name: THE NATIONAL BANK OF WASHINGTON
 Address: 619 Fourteenth Street, N.W.
 Washington, D.C. 20005
 Att'n: Mr. John G. Dumm

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

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

RECORD FEE 11.00
 POSTAGE .50
 201040 0777 R03 T20:47
 CK 01/11/89

3. MATURITY DATE OF OBLIGATIONS (if any) N/A

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (or items) OF PROPERTY: (list)

See Schedule "A" attached hereto and herein incorporated.

CHECK THE LINES WHICH APPLY

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

TRI-STATE CREDIT CORPORATION

By: [Signature] Date: 1-3-89
 (signature of Debtor)

THE NATIONAL BANK OF WASHINGTON

By: [Signature] 1/3/89
 (signature of Secured Party)

SCHEDULE "A"

All of Debtor's right, title, and interest in, to, and arising under or out of all of the following (the property set forth in clauses (a) through (e) is herein referred to as the "Collateral"):

(a) all inventory of the Debtor, including all goods, merchandise, goods in transit to the Debtor for which payment has been made, and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in the Debtor's business;

(b) all accounts receivable, contract rights, claims, instruments, notes, chattel paper, drafts and accounts, including, without limitation, all of the same evidencing or representing indebtedness due or to become due to the Debtor for its own account or on account of goods sold or leased or to be sold or leased by the Debtor, or services rendered or to be rendered by the Debtor (all hereinafter called the "Accounts");

(c) all money, insurance proceeds, stock, partnership interests, securities, copyrights, trademarks, trade names, patents, licenses, franchises, permits, agreements and general intangibles of the Debtor;

(d) all the proceeds or products of any of the foregoing and the proceeds of any such products; and

(e) all right, title and interest of the Debtor in or to all instruments and documents covering or relating to the above described Collateral or to the property described in or represented by the Accounts.

276022

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR #6602
Name David G. Smith T/A
David G. Smith Lumber Co.
Address PO Box 115, Davidsonville, MD 21035

2. SECURED PARTY
Name Diversified Leasing, Inc.
Address 133 Defense Hwy., #207
Annapolis, MD 21401

SEARCH FEE 12.00
RECORD TAX 315.00
STATE FEE .50
#201390 0777 R03 120:45
01/11/89

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)

One (1) Caterpillar Model D6D Crawler Dozer S/N 4X01142, with all attachments and accessories.
(\$45,000.00)

Name and address of Assignee

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)

David G. Smith
(Signature of Debtor)

DAVID G. SMITH
Type or Print Above Name on Above Line
OWNER
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

LARRY L. SUMMERS-PRES
Type or Print Above Signature on Above Line

12 315 50

276000

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Air Market I, Inc.

 (Name)
3117 Catrina Lane

 (Address)
Annapolis, Maryland 21403

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

 Attn: Nicholas P. Lambrow

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

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

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

RECORD FEE 1.10
 RECORD FEE 7.90
 RECORD TAX CK 36.00
 NOTARIAL .50
 RECORD UNIT NO 120144
 01/11/89

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clark: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Air Market I, Inc. (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

Handwritten note: 17,000 5000.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271184

RECORDED IN LIBER 521 FOLIO 504 ON 01/05/88 (DATE)

1. DEBTOR

Name Trans-Financial Leasing Corp.
Address The Steffey Bldg., Ste.200-B, 407 Crain Highway Glen Burnie, Md.21061

2. SECURED PARTY

Name Irvington Federal Savings & 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
FEE .50
#20120V 0777 R03 120:43
01/11/89

Dated 01/03/89

William J. Ottey
(Signature of Secured Party)
William J. Ottey, President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

15.5

9109-80367

276001

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
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) Larry Andrew Waldron Sallie Ann Waldron	2. Debtor(s) Complete Address(es) 1313 Tenbrook Road Odenton, Maryland 21113
3. & 4. Secured Party(ies) and Complete Address(es) General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) 7310 Ritchie Highway Glen Burnie, Maryland 21061
7. This financing statement covers the following types (or items) of property: (Describe) 1989 Evinrude outboard motor, model E100STLCE, serial #08172466, 100 horsepower	
RECORD FEE POSTAGE 5201290 0777	
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. ()	
Filed with Circuit Court Clerk of Anne Arundel County County; Other _____	
9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) <i>Larry Andrew Waldron</i> <i>Sallie Ann Waldron</i> Larry Andrew Waldron Sallie Ann Waldron	Signature(s) of Secured Party(ies) or Assignee(s) <i>J. Greenholt Asst Secy</i> J. Greenholt, Ass't Secretary GENERAL MOTORS ACCEPTANCE CORP.
FILING OFFICER COPY Type or Print Names Clearly Below Signature.	
GMAC UCC1 Md. 4-74	

NOT FOR PUBLICATION

RECORDED
 .50
 01/11/89
 BK

1250

FINANCING STATEMENT

276002

- 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:

BOOK 536 PAGE 403

5. Debtor(s) Name(s) Address(es)
 Chesapeake Yacht Sales, Inc. P. O. Box 628
 Grasonville, MD 21638

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED CITY ROS 119:57
 CK 01/11/89

6. Secured Party Address
 First Annapolis Savings Bank, FSB 1832 George Avenue
 Attention: Pamela J. Eyler Annapolis, MD 21401
 (Type name & Title)

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

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

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

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

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

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

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

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof. HELD IN INVENTORY FOR RESALE BY THE DEBTOR.

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)
 _____ (Seal) _____ (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 (1/88)

Handwritten initials or signature.

 **First Annapolis Bank** SAVINGS FSB

SCHEDULE A

One 1974 33' Egg Harbor.

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

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

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

If the property described below is a
fixture so that this statement is to be
recorded in land records, check
here

If transaction or transactions wholly
or partially subject to recordation tax
indicate amount of taxable debt here
\$ -0-

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

1. DEBTOR Name MR. AND MRS BENJAMIN SMITH
Address 854 Derby Farms Dr. Severn, MD
(City or County) (State)

2. SECURED PARTY Name Commercial Credit Corp
Address 7620 Little River Turnpike Annapolis MD 21403
(Street) (City or County) (State)

3. ASSIGNEE Name Chevy Chase Federal Savings Bank
Address 7201 Wisconsin Ave Bethesda MD 20814
(Street) (City) (State)

RETURN FILING RECEIPT TO Chevy Chase address above
RECORDATION FEE 12.00
POSTAGE .50
01/11/89

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

MAKE (IF AUTO) OF MANUFACTURER DESCRIPTION SERIAL NO. MOTOR NO. MODEL NO. YEAR

Deck NOT SUBJECT TO RECORDATION TAX -- RETAIL INSTALLMENT CONTRACT

5. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:
(describe real estate)
854 Derby Farms Dr Severn, Md 21144
Benjamin C. Smith Jr. (Signature of Debtor) John B. Nunez (Signature of Secured Party)
Rosie M. Smith (Signature of Debtor) John B. Nunez Type or Print Above Name on Above Line

12/2

FILING OFFICER COPY

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 Jan. 9, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GNAU CONSTRUCTION COMPANY
 Address 1230 Cronson Blvd., P.O. Box 3844, Crofton, MD, 21114

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES
 Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any) _____

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

1 - Ingersoll-Rand Model SD40D, SN 5335
 and all attachments and accessories thereto.

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
RECORDED BY	719156
GK	01/11/89

This filing publicizes a lease of goods and does not create a security interest. No Maryland recordation tax is due.

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GNAU CONSTRUCTION COMPANY

[Signature] Pres
 (Signature of Debtor) (Title)

Alan R. Gnau, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

[Signature]
 (Signature of Secured Party)

Bradley W. Berger, Adm. Mgr.

Type or Print Above Signature on Above Line

1150

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 397
Identification No. 258391 Dated 9/10/85

1. Debtor(s) { Anarex, Inc.
Name or Names — Print or Type
503 Ritchie Hwy., Severna Park, A.A., Md. 21146
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names — Print or Type
18 West Street, Annapolis, A.A., Md. 21401
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

RECORD FEE 10.00
POSTAGE .50
258391 0777 R03 119455
01/11/89

Dated: 1/6/89

The First National Bank of Md.
(Name of Secured Party)

Catherine T. Lewis
(Signature of Secured Party)

Catherine T. Lewis, Asst. V.P.
Type or Print (Include Title if Company)

152

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. 251064 recorded in Liber 471 Folio 159 on 2/29/84 at Anne Arundel Arundel County

1. DEBTOR(S): MML I, Inc.; MML II, Inc.
 ADDRESS(ES): 8176 Ritchie Hwy, Jumpers Mall 716 Evelyn Ave
Pasadena, Md. 21122 Linthicum Heights, Md 21090

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

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

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

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

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

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

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

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORDATION FEE 10.00
POSTAGE .50
R03 119:52
01/11/89

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

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank
BY: Betty R. Hensley (SEAL)

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

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4-86

156

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

276023

1. Name of Debtor(s): BROOKWOOD FARMS PARTNERSHIP
Address: 12402 Lime Kiln Road
Fulton, Maryland 20759

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

REPLY TO: 5950 Symphony Woods Road
Suite 510
Columbia, Maryland 21044

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

All horses now owned and hereafter acquired, including, but not limited to, those horses further described on Exhibit A attached hereto, all accounts receivable and contract rights now in existence and hereafter created, and proceeds of any of the foregoing.

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 13.00
POSTAGE .50
#286030 0777 R03 T19:09
OK 01/11/89

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): BROOKWOOD FARMS PARTNERSHIP
Kenneth W. Carlson
.....
Kenneth W. Carlson, General Partner
Diana W. Carlson
.....
Diana W. Carlson, General Partner

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *W. Stephen Pindell*
.....
W. Stephen Pindell, 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)

"EXHIBIT A"
BROOKWOOD FARMS PARTNERSHIP

BROODMARES

Fine Diplomacy (1972)	Merry Says So (1972)
Bonneville (1973)	Groton's Dun-Cee (1973)
Miz Goldfingers (1974)	Restless Gina (1975)
Rockey Lady (1976)	Word Song (1976)
Ragamuffin (1977)	Shot in the Shade (1977)
Lady Warwin (1978)	Jollibe (1979)
March to December (1979)	Better Bourbon (1980)
Dusty Commander (1981)	Miss Valentine (1983)
Bazooka Babe (1982)	Golden Ending (1981)
Holiday Regent (1978)	Homily (1977)
Imminent (1981)	Incubus (1981)
Katy Stewart (1978)	LiveInTheSunshine (1975)
O. K. Gambit (1978)	Palace Pass (1984)
Powerless (1986)	Two Islands (1982)
Vashti (1980)	Waiting Room (1977)
What A Pannie (1976)	

2 YEAR OLDS

Gold Tek (F)	Impressive Mount (C)
Noble Seasons (C)	Sir Faitement (C)
Candy Count (F)	Shawntu (F)
Dust Deliverance (F)	

YEARLINGS

Parfaitement/March to December (F)	
Parfaitement/Word Song (F)	
Nijinsky's Secret/Merry Says So (F)	
Dancing Czar/Dusty Commander (C)	Romaldo/Cusmax (F)
Nijinsky's Secret/Better Bourbon (C)	Al Nasr/Banning (F)
Clever Trick/Legal Felon (F)	Red Ryder/Landy Tanta (C)

WEANLINGS

Shelter Half/Lady Warwin (F)
Parfaitement/March to December (F)
Blue Ensign/Shot in the Shade (F)
Traffic Cop/Lucky Buy (F)
Sir Raleigh/Miz Goldfingers (C)
Hagley/Jollibe (C)
Fatih/Groton's Dun-Cee (F)
Deputed Testamony/Word Song (C)
Sir Raleigh/Dusty Commander (F)
Double Zeus/Restless Gina (F)
Bates Motel/Rockey Lady (C)
Temperence Hill/Ragamuffin (F)
Nijinsky's Secret/Merry-Says-So (F)

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

<p>1. DEBTOR and address (Last Name First) Tobin Corporation 865 Annapolis Road Gambrills, Maryland 21054</p>	<p>2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND Metrow Plaza One 8401 Colsonville Road Silver Spring, Maryland 20910 25 W. Chesapeake Avenue Towson, Maryland 21204</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: Jack L. Ortt Vice President SECURED PARTY 1st American Bank of Maryland</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: _____ Date: June 5, _____, 19 84

Record Reference: Liber 473 Page 547

RECORD FEE 10.00
 POSTAGE .50
 #266010 CT77 R03 T19:08
 01/11/89

<p>6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE Termination..... <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated December 16, 19 88

By: Jack L. Ortt
 Jack L. Ortt, Vice President (Title)

10.50

140377

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

<p>1. DEBTOR and address (Last Name First) Tobin Corporation T/A Jerman's Food and Hardware 865 Annapolis Road Gambrills, Maryland</p>	<p>2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND Metro Plaza One 8401 Catesville Road Silver Spring, Maryland 20910 25 W. Chesapeake Avenue Towson, Maryland 21204</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: Jack L. Ortt Vice President SECURED PARTY 1st American Bank of Maryland</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 239635 Date: September 15

Record Reference: Liber 441 page 573

RECORD FEE 10.00
 POSTAGE .50
 #2648810777 M03 T19:08
 01/11/89

<p>6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE Termination..... <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated December 16, 19 88

By: *Jack L. Ortt*
 Jack L. Ortt, Vice President (Title)

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es) AVAIR, Inc. Baltimore-Washington Intl Airport P.O. Box 8766 Baltimore, MD 21240	2 Secured Party(ies) and address(es) BANK ONE, DAYTON, NA Kettering Tower Dayton, Ohio 45401	For Filing Officer (Date, Time, Number, and Filing Office) 266238 Book 508 Page 483 RECORD FEE 10.00 POSTAGE .50 FEB 11 1989 CN
---	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

4. This financing statement covers the following type or items of property whether now owned or hereafter arising or acquired by debtor together with all replacements, additions, accessions, substitutions and accessories thereto including, without limitation, the items described on exhibit(s) _____ attached hereto and made a part hereof:

- xx All inventory, merchandise, raw materials, work in process and supplies
- xx All accounts, general intangibles, chattel paper, instruments, and other forms of obligations and receivables
- xx All goods, equipment, machinery, furnishings and other personal property
- Specific collateral described as follows:

Check if applicable. Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: 10.00
 This financing statement is to be filed in the real estate records .50
 FEB 11 1989 01/11/89

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: December 19, 1988 By: *Phillip A. Payne, Jr.*
(Signature of Secured Party or Assignee of Record—Not Valid until signed)

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

MAN 01 89 5 3 5 4 1 4

276006

BOOK 536 PAGE 415

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: 1
(1) Debtor(s) (Last Name First) and Address(es): McKee, Pamela 644 Pinewood Drive Annapolis, MD 21401	(2) Secured Party(ies) (Name(s) And Address(es): Professional Building Associates Limited Partnership, a DE L.P. 128 Chestnut Street Philadelphia, PA 19106	RECORD FEE 11.00 POSTAGE .50 #267710 0777 R03 T20:51 01/11/89 CK 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): Boston Trade Bank Ten Post Office Square Boston, MA 02109	

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

All of the debtor's right title and interest as a limited partner in Professional Building Associates Limited Partnership, a Delaware limited Partnership.

(Not subject to Recordation Tax)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____

SEE ATTACHED RIDER

(By) _____

(By) _____
Standard Form Approved by N.C. Sec. of State
and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1150

UCC-1

R I D E R
to
UCC-1 Financing Statement

6. SIGNATURES

Debtor(s)

PAMELA MCKEE

By: SG Chestnut, Inc., pursuant to Power of Attorney

By: *Robert M. Greenfield*
Robert M. Greenfield, President

Secured Party(ies) (or Assignees)

PROFESSIONAL BUILDING ASSOCIATES LIMITED PARTNERSHIP
By: SG Chestnut, Inc., General Partner

By: *Robert M. Greenfield*
Robert M. Greenfield, President

276007

BOOK 536 PAGE 417

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)
~~XXXXX~~
ITSA-BLAST, INC.
700 Winton Ave.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Progress Federal Savings
& Loan
Plymouth Meeting Ex. Campus
600 W. Germantown Pike
Plymouth Meeting, PA 19462-1003
ID# 273129

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

RECORD FEE 10.00
POSTAGE .50
WLG 690 0777 R03 T20:50
01/11/89

4. This statement refers to original Financing Statement bearing File No. Clerk of Circuit
Court Anne Arundel Date Filed 6-3 19 88
Liber #527-Page #478

- 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. Corrected Bank Name : Progress Federal Savings Bank

also Address Change: -- Itsa-Blast, Inc.
1713 Poplar Ridge Road
Pasadena MD 21122

RETURN TO:
Century Equip. Leas. Corp.
P.O. Box 157
Willow Grove, PA 19090
No. of additional Sheets presented:

ITSA-BLAST, INC.

PROGRESS FEDERAL SAVINGS BANK

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

276008

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)
Interactive Financial Services, Inc.
7484 Candlewood Rd.
Hanover, MD 21076

2. Secured Party(ies) and address(es)
Vendor Funding Co., Inc.
3333 New Hyde Park Rd.
New Hyde Park, NY 11042

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#267670 0777 R03 T20:49
01/11/89
OK

4. This financing statement covers the following types (or items) of property:
See master Lease Schedule # 11 attached hereto and made apart hereof

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:

Interactive Financial Services, Inc.
By: Paul Milley
Signature(s) of Debtor(s)

Vendor Funding Co., Inc.
By: Patricia H. [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM UCC-1.

MASTER LEASE SCHEDULE NO. 11

TO MASTER EQUIPMENT LEASE NO. 203538
 BETWEEN LESSOR AND LESSEE, DATED 11-3-88

DESCRIPTION OF EQUIPMENT: (Describe fully, giving manufacturer, model and serial numbers):

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
	Everex 286 Diskless 8MHZ, 640K		PC Anywhere Software
	Monographic Board, Samsung		PCOX Bridge Software
	Monitor, ser/par Ports		PCOX Bridge Card
	Everex 286 16 MHZ Servers,		DOS for Everex PC's
	2 Meg Ram, 40 Meg Hard Disk		2780/3780 Batch Protocol Board
	Ethernet Cards, T-Connectors		
	and cables		
	2400 Baud Modem		
	Emerald Lan 60 Meg		
	Uninterruptable Power Supply		

LOCATION OF EQUIPMENT: 7484 Candlewood Rd; Hanover MD 21076

TERM OF LEASE: 60 MONTHS

RENTAL PAYMENTS \$ 1,092.00 PER Month FOR THE FIRST 60 MONTHS

FOLLOWED BY \$ XXXXXXXXXXXXXXXXXXXX PER -- FOR THE NEXT XXXXXXXX MONTHS

ADVANCE RENTALS \$ XXXXXXXXXXXXXXXXXXXX PAYABLE AT THE TIME OF SIGNING OF THIS LEASE TO BE

~~APPLIED TO THE FIRST AND LAST RENTAL PAYMENTS~~

ADDITIONAL PROVISIONS:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease and rent from Lessor the Equipment described above or on any exhibit attached hereto, for the term and the rental payments set forth herein, all subject to the terms and conditions of the above referenced Master Equipment Lease.

LESSOR: VENDOR FUNDING CO., INC.

LESSEE: Interactive Financial Services, Inc.

By: *Robert D. Hughes*
 TITLE

By: *Paul McClellan*
 TITLE

Address: 1600 Parkwood Circle - Suite 650
Atlanta, GA 30339

Dated Accepted: November 17, 1988

Dated: November 3, 1988

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
RICHARD L. FISHER 426 WALNUT DRIVE EDGEWATER, MD. 21037	BRIDGEMAN BROS. MOTOR CO. 711 THIRD STREET P.O. BOX 306 NEW MARTINSVILLE, WV. 26155	

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

1989 HONDA TRX 300JK JH3TE1404KK114981 RED

ASSIGNEE OF SECURED PARTY

RECORD FEE 11.00
#267630 0717 R03 T20:48
01/11/89

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

Filed with:

By: ~~RICHARD L. FISHER~~
Richard L. Fisher
Signature(s) of Debtor(s)

By: ~~BRIDGEMAN BROS. MOTOR CO.~~
Wm. E. Bridgeman Pres.
Signature(s) of Secured Party(ies)

FILING OFFICER COPY—ALPHABETICAL Form approved by Secretary of State of West Virginia

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

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) BARAN, DELORES & LOUIS 7914 32ND ST BALTIMORE, MD, 21237	2. Secured Party(ies) and address(es) KAYAK 406 N. CRAIN HYWY GLEN BURNIE, MD, 21061	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 RECORDED COPY FOR 120:48 01/11/89
--	---	--

4. This statement refers to original Financing Statement bearing File No. 531 FOLIO 72
Filed with ANNE ARUNDEL CO. Date Filed 8/12/88 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. KAYAK SWIMMING POOL 12x20.

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: ROBERT MCCLOSKEY
Signature(s) of Secured Party(ies)
1050

STANDARD FORM - FORM UCC-3

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) Jay's Trucking, Inc. 1118 Neptune Place Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Central GMC, Inc. 3801 Ironwood Place Landover, MD 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 REC'D 000 0777 R03 T20:45 01/11/89 GK 5 Assignee(s) of Secured Party and Address(es) Paccar Financial Corporation P.O. Box 510 Moorestown, NJ 08057
4 This financing statement covers the following types (or items) of property: 15' R/S Dump Body, Model: E35515009658G, S/N: 30432 Mounted On: 1988 Kenworth, T800, S/N: 2NKDLA0X1JM512462 This filing is not subject to recordation tax; for filing information only.		

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:

Jay's Trucking, Inc. By: <u><i>Mr. Kevin G. ...</i></u> Title: <u>Pres</u> Signature(s) of Debtor(s)	Central GMC, Inc. By: <u><i>William E. ...</i></u> Title: <u>Asst. Sec</u> Signature(s) of Secured Party(ies)
--	---

Filing Officer Copy-Alphabetical

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)
HARDING CONTRACTORS INC BUD
PO BOX 23
LOTHIAN MD 20711
214469956 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM- JOHN DEERE IND EQUIP CO
MOLINE, IL

3 MATURITY DATE
(If Any) 11DEC90
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 259565
Filed with ANNE ARUNDEL MD BK 492 PG 384 Date Filed 11DEC85

- 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
#267610 D777 R03 120:46
CK 01/11/89

10.

Number of Additional Sheets Presented 04JAN89

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

DEERE CREDIT SERVICES INC.

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

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

Manager, Processing
John Deere Company

FILING OFFICER COPY -- ALPHABETICAL

STANDARD FORM 999 FORM UCC-3

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

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
BURCHETT
6405 LOCKWOOD ROAD
PASADENA
214561116 AA

EMORY W
MD 21122

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE INC EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
MOLINE, IL

3. MATURITY DATE
(If Any) **27NOV90**
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. **259424/492/180**

Filed with **ANNE ARUNDEL MD**

Date Filed **27NOV85**

- 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
426/620 0177 R03 T20:46
01/11/89



10.

Number of Additional Sheets Presented **04JAN89**

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

DEERE CREDIT SERVICES INC.

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

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

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

276012

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) MILLER PATRICK L. A-30 HOLIDAY MOBILE EST., CLARK RD. 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 11.00 #267830 0777 R03 T20:47 OK 01/11/89																			
5 This Financing Statement covers the following types (or items) of property 1980 BURLINGTON -0- 14 X 56 SERIAL # 62024948 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																			
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.)																		
<table border="1"> <thead> <tr> <th>No. & Street</th> <th>Town or City</th> <th>County</th> <th>Section</th> <th>Block</th> <th>Lot</th> </tr> </thead> <tbody> <tr> <td colspan="6">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 </td> </tr> <tr> <td colspan="6">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). </td> </tr> </tbody> </table>				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).					
No. & Street	Town or City	County	Section	Block	Lot																
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MILLER PATRICK L. By <u>Patrick L. Miller</u> Signature(s) of Debtor(s) (1) Filing Officer Copy - Numerical		MOBILE HOME ASSOCIATES By <u>Keith Mark Sen Paul</u> 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																					

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):

MORELAND, Ross E.
MORELAND, Cheryl
818 Holly Landing Road
West River, Maryland 20765
Social Security No. _____

No. of Additional Sheets Presented:

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

CHANCELLOR FINANCIAL LEASE, INC.
11213 Davenport, Suite 303
Omaha, NE 68154
Federal I.D. No. _____

Maturity Date 3. (Optional):

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

SEARCH FEE 12.00
INDEX FEE .50
RECORDED 12/11/89
OK

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

1-85-280T - Bauer Hard Hose Traveler with 820' of 3.3" OD Hose and accessories
1 - F1V-80 Bauer PTO Pump with PTO Shaft and accessories

Proceeds -

Products of the Collateral are Also Covered:

6. To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

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

9. Assignments of Secured Party and Address(es):

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

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

By *Ross E. Moreland*
By *Cheryl Moreland*
FURN 801

Ross E. Moreland
Cheryl Moreland
CHANCELLOR FINANCIAL LEASE, INC.
Carmen Walker

12/89

276014

BOOK 536 PAGE 427

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) Classic Hauling, Inc. 2811 Riva Road Annapolis, Md. 21401	2 Secured Party(ies) and Address(es) Beal GMC Truck, Inc. 7667 Pulaski Hwy. Baltimore, Md. 21237	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 REC'D 01/11/89 CK 01/11/89
4 This financing statement covers the following types (or items) of property. (1) 1989 Peterbilt 3791, S/N 1XP5LBOX4KN269208 W/J & J Alum. Dump Body, S/N TA 10119 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P. O. Box A College Park, Maryland 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

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

Filed with: Anne Arundel Co.

By: Classic Hauling, Inc.
[Signature]
 Signature(s) of Debtor(s)

By: Beal GMC Truck, Inc.
[Signature]
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY-ALPHABETICAL

603469 Rev. 12-80

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)

ALFRED CLARK BROWN
THELMA C BROWN
7828 FREETOWN RD
GLENBURNIE, MD, 21061

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

ENVIRONMENTAL WATER CONTROL, INC.
511-C Eastern Boulevard
Essex, Maryland 21221

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

RECORD FEE 12.00
#267550 CT17 R03 T20:43
G11/11/89

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

Installed, one United Standard complete water treatment system Model #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7828 FREETOWN RD GLEN BURNIE, MD, 21061
XX
XX
XX
XX

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

Security Pacific
Suite 126
901 Dulaney Valley Road
Towson, Maryland 21204

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 CO.

Thelma C. Brown
THELMA C BROWN
Alfred C. Brown
ALFRED C BROWN
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.
By: *[Signature]*
Signature(s) of Secured Party(ies)
JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276016

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 1/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUPPERT BROTHERS OF MARYLAND, INC.

Address 479 Jumpers Hole Road, Severna Park, MD 21140

2. SECURED PARTY

Attn: David P. Ruppert

Name First American Bank of Maryland

Address 8401 Colesville Road

Silver Spring, Maryland 20910 Attn: Donald P. Howard

Person And Address To Whom Statement Is To Be Returned 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 A.

RECORD FEE 11.00
POSTAGE .50
REGISTERED MAIL 1.00
CK 1/12/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RUPPERT BROTHERS OF MARYLAND, INC.

By David P. Ruppert
(Signature of Debtor) PRES.

David P. Ruppert
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST AMERICAN BANK OF MARYLAND

By Donald P. Howard
(Signature of Secured Party) V. PRES.

Donald P. Howard
Type or Print Above Signature on Above Line

Schedule A

The Debtor's right, title and interest in and to all property of any nature, whether now existing or hereafter arising or acquired, including accounts receivable, inventory, contract rights, instruments, chattel paper, general intangibles, equipment, fixtures, cash, cash equivalents, securities, motor vehicles, policies of insurance, warranties, trademarks, copyrights, rejected, returned or repossessed goods, and unpaid seller's rights, all proceeds and products of any of the foregoing, and all of the Debtor's books and records relating to any of the foregoing.

FINANCING STATEMENT

1. To Be Recorded in the Financing Records and Land 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 Sixty-Four Thousand Dollars (\$64,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address	RECORD FEE 14.00 POSTAGE .05 #20390 C/77 R03 T14:41 01/12/89
Thomas A. Pavlinic James A. Elling	2024 Thresam Court Gambrills, Maryland 21054	
6. Secured Party	Address	POSTAGE .45 #20390 C/77 R03 T14:41 01/12/89
Farmers National Bank of Maryland	5 Church Circle Annapolis, Maryland 21401	CK

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(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 30, 1988 from Debtor(s) to Ross J. Selby and William A. Walker, II, 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
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

1950

FNI. 421

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

DEBTOR(S):

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

Thomas A. Pavlinic (SEAL)
THOMAS A. PAVLINIC

William A. Walker, II (SEAL)
WILLIAM A. WALKER, II
Vice President

James A. Elling (SEAL)
JAMES A. ELLING

Mr. Clerk: Please return to:

William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILLIAMSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS MD 21404
(301) 263-8855

EXHIBIT "A"

BEGINNING for the same at an iron pipe there found at the beginning of the second, or South 53 degree 56 minute West 699.5 foot line of Lot E shown on a Plat prepared by J. Revell Carr, Surveyor, January 1955, and recorded with the conveyance by Evelyn V. Tate, widow, to Charles H. Richardson, by Deed dated January 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 903, folio 58; said beginning point also being shown on a plat recorded with the conveyance by Evelyn V. Tate, widow, to Samuel Watts, by Deed dated February 28, 1962, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1546, folio 197; thence leaving said beginning point so fixed and running with part of the second, or South 53 degree 56 minute West 699.5 foot line, as now surveyed, and said conveyance to Watts, South 54 degrees 00 minutes 28 seconds West 216.79 feet to an iron pipe now set in the easternmost side of a new 50 foot right-of-way (Joyce Lane Extended); thence leaving the outline of Lot E and said conveyance to Watts and running with the easternmost side of said new 50 foot right-of-way through part of Lot E and part of Lot D described in conveyance by Evelyn V. Tate, et al., to Charles H. Richardson, by Deed dated October 31, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 546, folio 232, and shown on a plat recorded with the conveyance by Charles H. Richardson to Robert K. Huntington and wife by Deed dated June 19, 1975, and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2765, folio 168, and part of Lot C shown on a plat recorded with the conveyance by Evelyn V. Tate, widow to Charles H. Richardson by Deed dated June 10, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 410, folio 42. South 24 degrees 21 minutes 10 seconds East 265.33 feet to an iron pipe now set at the end of the first line of Lot C; thence leaving the easternmost side of the new 50 foot right-of-way and running with the second line of Lot C, as now surveyed North 54 degrees 00 minutes 28 seconds East 114.34 feet to an iron pipe there found; thence leaving Lot C and running with the lines of Lot D, North 54 degrees 00 minutes 28 seconds East 61.83 feet to an iron pipe there found; thence still running with the outline of Lot D and with the outline of said conveyance to Watts, North 27 degrees 43 minutes 15 seconds West 101.17 feet to an iron pipe there found and North 09 degrees 29 minutes 16 seconds West 90.40 feet to an iron pipe there found at the beginning of the first line of Lot E; thence leaving Lot D and running with the first line of Lot E North 09 degrees 33 minutes 30 seconds West 88.18 feet to the place of beginning. Containing 1.108 acres, more or less.

BEING set forth as "New Lot 3" on the plat entitled "Resubdivision of Robert K. Huntington Property" recorded among the Land Records of Anne Arundel County in Liber WGL No. 2843, folio 319, with a Deed from Robert K. Huntington and Elizabeth G. Huntington to Stanley E. Shores and Carol J. Shores, his wife, in Liber 2843, folio 312. The improvements thereon now being known as 1286 Hardy Road.

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 12,000.00

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

Name of Debtor

Address

Arnold Family Practice Assoc., Inc.

1521 Ritchie Highway
Arnold, MD 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

1-New Brentwood Rhythm Scan Holter Monitor
SN #RH-88316
SN#RR-L-88545
SN #2840S26265

RECORD FEE 11.00

RECORD TAX 84.00

POSTAGE .50

REGISTERED (345) 001 11/12/89

CK 01/12/89

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)

Arnold Family Practice Assoc., Inc.

Victor M. Plavner M.D. P.A.
By: Victor M. Plavner, M.D., P.A.

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *R. Michael Shymansky*
R. Michael Shymansky
Assistant Vice President

Type or print names under signatures

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

140372

FINANCING STATEMENT

276019

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

1. Name of Debtor(s): Clifford S. Walzer, D.M.D.
 Address: Chesterfield Professional Center
 8094 Edwin Raynor Blvd., Suite A
 Pasadena, Md. 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~
 209 Main Street
 Annapolis, Md. 21401

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

**See attached

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 33.00
 POSTAGE .50
 #271820 0777 R03 115+27

CK

01/12/89

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Clifford S. Walzer, D.M.D.

 Clifford S. Walzer

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: 
 Teresa M. Vance, Branch Officer
 (Type Name and Title)

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

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

33.50

33.50

600 deposit 1/4/89



DALCO MEDICAL PRODUCTS, INC.

P.O. Box #440 • Burtonsville, MD 20866-0440

H. LAMAR MYERS

MD. (301) 792-4407
 WASH. (301) 890-1902
 RES. (301) 329-6084

DALCO MEDICAL PRODUCTS, INC
 40 BURTONSVILLE, MARYLAND 20866
 792-4407 WASHINGTON (301) 890-1902

OCTOBER 7, 1988

656
 DR CLIFFORD WALZER
 201 WEST STREET
 SUITE #103
 ANNAPOLIS, MARYLAND 21401
 (301) 268-7790

Q U O T A T I O N

3 ea	OXYGEN, NITROUS OXIDE, SCAVENGER OUTLETS	235.00 ea	705.00
1 ea	2 OXYGEN & 1 NITROUS OXIDE MANIFOLD & ALARM SYSTEM INCLUDES REGULATORS & HOSES		1,185.00
1 ea	NITROGEN MANIFOLD		185.00
2 ea	NITROGEN REGULATORS & HOSES	175.00 ea	350.00
1 ea	PORTER OXYGEN, NITROUS OXIDE UNIT STD MTD. WITH RUBBER GOODS & SCAVENGER INHALER		1,245.00
1 ea	DIRECTIONAL "Y"		190.00
1 ea	CORRUGATED TUBE WITH NON REBREATHING VALVE & FULL FACE MASK		128.00
1 ea	SET OF OXYGEN & NITROUS OXIDE HOSE ASS'Y FROM MACHINE TO WALL OUTLET		95.00
	PIPING OF OXYGEN, NITROUS OXIDE & SCAVENGER LINES TO 3 OPERTORIES INCLUDES COMPLETE INSTALLATION OF MANIFOLD ALARM SYSTEM PRESSURE TEST & CROSS CONNECTION TEST		645.00

1728.00

H. Lamar Myers
 H. LAMAR MYERS

DR CLIFFORD WALZER

ABOVE QUOTE DOES NOT INCLUDE MD SALES TAX
 HLM:11

6000 deposit #4419

DEXTA CORPORATION

PLEASE RETURN ORIGINAL COPY TO
DEXTA CORPORATION.

962 KAISER ROAD
NAPA, CALIFORNIA 94558
PHONE (707) 255-2454

QUOTATION

DATE SEPTEMBER 12, 1988

REQUOTE

QUOTATION NO. **E 7547**

S
O
L
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T
O

DR. CLIFF WALZER
201 WEST ST.,
ANNAPOLIS, MD 21401

S
H
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T
O

PLEASE NOTE TERMS:

TERMS: 1/3 DEPOSIT WITH ORDER, \$3,370.00
1/3 PAYMENT BEFORE SHIPPING, \$3,370.00
BALANCE DUE 30 DAYS FROM DATE OF INVOICE.

ACCOUNT NO. OFFICE PHONE HOME PHONE

ORAL SURG/4000 (301)268-7790

SALESMAN	P.O. NUMBER	SHIP VIA	DATE DESIRED	APPROX. SHIP DATE (OFFICE USE ONLY)	F.O.B. NAPA, CALIF. 94558		
SMITH/		MOTOR FRT					
QTY.	DESCRIPTION				UNIT PRICE	PER	AMOUNT
2	MARK 25-0S CHAIRS - FOOT CONTROLLED - ELECTRIC BACK RECLINE - ELECTRIC CONTOURED SEAT TILT - 2 1/2" EXTENDABLE BACK - DEXTRAK ACCESSORY RAILS - V-PROSTHETIC/ARTICULATING HEADREST - ONE I.V. BOARD WITH RESTRAINT STRAPS - PATIENT LEFT OR RIGHT DROPPING ENTRY ARM WITH SLING COLOR: FRAME : UPHOLSTERY :				4,995.00	ea.	9,990.00
2	#602 ELECTRIC POWER BASES - FOOT CONTROLLED				120.00	ea.	240.00
2	#5001 SETS OF 3" FEET FOR MAYO STAND INSERTION						
							10,230.00
					LESS 5% QUANTITY DISCOUNT		(511.50)
							9,718.50
					FREIGHT & HANDLING		390.00
					TOTAL		10,108.50

PRICES EFFECTIVE FOR 30 DAYS FROM THE
DATE OF THIS QUOTATION PER RICK WIDOE

Base - white #4340 9/16/88

Chair color US 392 Gunmetal

AGREE TO THE TERMS AND CONDITIONS ON THE REVERSE OF
THIS FORM, AND I PLACE MY ORDER AS ENTERED ABOVE.

X

AUTHORIZED SIGNATURE

DATE

DC CTOR'S COPY

PHYSIO CONTROL

Corporate Headquarters
11811 Willows Road N.E.
Redmond, Washington 98052-1013 U.S.A.
Telephone: (206) 881-4000
Telex: 276051 ELI LILLY IND A

LIFESTAT® 200 Quotation
Noninvasive Blood Pressure Mon.

No. 79024

DUUN 536 PAGE 438

DATE: September 20, 1988

SALES REPRESENTATIVE: Carl Zimmermann

PHONE: (703) 476-3520

TERMS: 90% Inv. due - 30 days
10% due 10 days thereafter

FOB: Redmond, WA

SHIPMENT: 30-45 Days

WARRANTY: One year, parts & labor
including batteries,

TO
Dr. Cliff Walzer
201 West Street
Suite 103
Annapolis, MD 21401

THIS QUOTATION IS FIRM THROUGH: November 20, 1988

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	TOTAL AMOUNT
		LIFESTAT® 200, NONINVASIVE BLOOD PRESSURE MONITOR		\$	\$
1.	802603-	STANDARD: Portable adult/pediatric noninvasive blood pressure monitor; AC/battery operated with annotating printer; displays systolic, mean, diastolic and pulse values.			
2.	802603-	OPTION: Standard LIFESTAT® 200 without printer	1	2,375.00	
		INCLUDED LIFESTAT® 200 ACCESSORIES: Less 5% Discount		118.75	
		6 ft. and 12 ft. pressure tubes with Luer fittings, an adult cuff; 3 rolls of printer paper; 4 pen cartridges; 2 Operating Manuals and 1 Service Manual. Non-printer option does not include printer paper or pen cartridges.		2,256.25	2,256.25
		SUGGESTED SUPPLIES			
3.	802505-00	Cuff, adult (11 to 16 in.).			
4.	802505-01	Cuff, large adult (14 to 20 in.).			
5.	802505-02	Cuff, thigh (16 to 24 in.).			
6.	802505-03	Cuff, pediatric (8 to 11 in.).			
7.	802537-00	Pressure tube with Luer fittings (2 ft.).			
8.	802537-01	Pressure tube with Luer fittings (6 ft.).			
9.	802537-02	Pressure tube with Luer fittings (12 ft.).			
10.	802604-	Printer paper.			
11.	802605-	Printer pens.			

1995⁰⁰

Alternative financing approach: The above listed equipment is available for lease.

36 month lease \$ _____ per month

60 month lease \$ _____ per month

You can add a service contract for the 2nd and 3rd years of either lease to cover service after the warranty period for \$ _____ per month.

PLEASE ADDRESS P.O. AS FOLLOWS:

Physio Control Corporation
12355 Sunrise Valley Drive
Suite 660
Reston, VA 22091

All sales tax (if applicable) will be added to the purchase price.

By: Carl Zimmermann

Title: Account Representative

PHYSIO-CONTROL, LIFEPAK, QUIK-LOOK, QUIK CHARGE, QUIK-PACE, LIFE-PATCH, LIFESTAT, CMS, VSM, and Derma Jet are trademarks of Physio-Control Corporation.
Specifications and prices subject to change without notice
Litho in U.S.A.

803616-00 (6/85)

CUSTOMER

PHYSIO CONTROL

Corporate Headquarters
11811 Willows Road Northeast
Post Office Box 97006
Redmond, WA 98073-9706 L
Telephone: 206/887-4000
Telex: 990211 D PHYSIO RDMD
Telefax: 206/881-2405

BOOK 536 PAGE 439

LIFEPAK® 7
Defibrillator / ECG Monitor

Quotation

No. L 15974

Date: September 20, 1988

Sales Representative: Carl Zimmermann

Phone: (703) 476-3520

Terms: 100% of invoice due
30 days after invoice date.

FOB: Redmond, WA

Shipment: 30-45 Days

Warranty: One year, parts and labor
90 days patient cable

To: Dr. Cliff Walzer
201 West Street
Suite 103
Annapolis, MD 21401

This quotation is firm through: November 20, 1988

Item	Part Number	Description	Quantity	Unit Price	Total Amount
LIFEPAK® 7 DEFIBRILLATOR/ECG MONITOR				\$	\$
STANDARD:					
1.	801380-	LIFEPAK® 7 DEFIBRILLATOR/ECG MONITOR module, line and battery powered with rate and recorder.	1	5,500.00	
OPTION:					
2.	801380-	Standard LIFEPAK® 7 without recorder.			
INCLUDED LIFEPAK® 7 ACCESSORIES: 3-lead patient cable; 3 LIFE-PATCH® pre-jelled ECG electrodes; 1 roll of ECG recorder paper; DERMA JEL® electrode jelly; stylus adjustment tool; 2 Operating Manuals and 1 Service Manual. Non-recorder units does not include recorder paper or stylus hardware. OPTIONAL EQUIPMENT:					
3.	800539-	Emergency Cart with 3 drawers and flip-up workshelf.			
SUGGESTED SUPPLIES:					
4.	800418-	External pediatric paddle attachment (pair).			
5.	802461-	Posterior paddle attachment.			
6.	9-10418-	Patient cable, 3-lead (replacement).			
7.	800139-	LIFE-PATCH® pre-jelled adult electrodes.			
8.	801262-	Recorder paper.			
9.	801224-	Accessory bag: Velcro® mounted to module.			
10.	801225-	Dust cover: soft cover for LIFEPAK® 7 Defibrillator/ECG Monitor.			

3995⁰⁰

6400⁰⁰

Alternative financing approach: The above listed equipment is available for lease
36 month lease \$ _____ per month
60 month lease \$ _____ per month
You can add a service contract for the 2nd and 3rd years of either lease to cover service after the warranty period for \$ _____ per month

Please address P.O. as follows:

Physio Control Corporation
12355 Sunrise Valley Drive
Suite 660
Reston, VA 2209

All sales tax (if applicable) will be added to the purchase price

By: Carl Zimmermann

Title: Account Representative

PHYSIO-CONTROL, LIFEPAK, QUIK-LOOK, QUIK-CHARGE, LIFE-PATCH, LIFESTAT, CMS, VSM and DERMA JEL are trademarks of Physio-Control Corporation. Specifications and prices subject to change without notice.
Litho in U.S.A. P/N 803611-01 (1/88)

CUSTOMER'S ORIGINAL

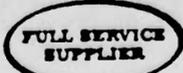
Benco Dental Supply Co.

BOOK 536 PAGE 440

PAGE 1 OF 2

11 Bear Creek Blvd. P.O. Box 1108
Wilkes-Barre, Pa. 18773-1108
Phone (717) 825-7781 ESTABLISHED 1930

"Without Service..."



"...There Are No Bargains!"

DR. Clifford Walzer
201 West St Suite 103
Annapolis, Maryland 21401
Office Phone (301) 268-7790
Home Phone _____

Date 9/1/88

Equipment Order No. _____

Quotation No. _____

Install at: 8094 Edwin Laynor Blvd.
Pasadena MD. 21 suite 4

QTY.	MFG.	ITEM	COLOR	SER. No.	PRICE	QR	RC	DE	IN
2	Prima	501-07 2 Handpiece selector wall mount units w/ syringe		5454	4394 ⁰⁰				
1	Swemens	OP-10 Tumoramic X ray		19995	15515 ⁰⁰				
1	Carteck	AT-2000 w/ units reprocessor		4595	3195 ⁰⁰				
1	Carteck	Cid star 2 Compressor 230V		2995	2139 ⁰⁰				
1	Carteck	Transformer		160	114 ⁰⁰				
1	Dental eq	MC 201 230V Vac pump		3950	2088 ⁰⁰				
2	Dental eq	Boost transformers		260	137 ⁰⁰				
3	Pelton	Track light		5550	4472 ⁰⁰				
3	Star	DE 98 X ray View bot		79 ⁰⁰	237 ⁰⁰				

Plumbing and electrical work are the responsibility of the purchaser's contractor and must be done according to Benco's plans and manufacturer's specifications.

Contractor's portion of job (as indicated by Benco specs) that is completed by Benco; or, handling of purchaser's equipment not included in above order - to be invoiced at prevailing rates.

TOTAL	49110 ⁰⁰
TRADE-IN	12939 ⁰⁰
NET	36171 ⁰⁰
TAX	1808 ⁵⁵
TOTAL	37979 ⁵⁵

COMPLETE FORM PTW
 BINDER WITH ORDER

Date of Installation _____

THESE PRICES FIRM UNTIL _____

ACCEPTED AT MAIN OFFICE - WILKES-BARRE, PA.

DATE Sept 1 1988

Equipment Mgr. _____

Purchaser _____

3500.00 Deposit 9/1/88
34779.55 Total
It is expressly agreed and understood that the title to goods listed above is to remain with the vendor until the full amount of the agreed price is paid.
[Signature]

Benco Dental Supply Co. 536 PAGE 442

11 Bear Creek Blvd. P.O. Box 08
 Wilkes-Barre, Pa. 18773-1108
 Phone (717) 825-7781 ESTABLISHED 1930

"Witho...
 Service..."

**FULL SERVICE
 SUPPLIER**

... There Are
 No Bargains!"

DR. Dr Cliff Walzer
201 West St.
Annapolis, MD. 21401
 Office Phone 301 268-7790
 Home Phone _____

Date _____

Equipment Order No. JW10788

Quotation No. _____

Install at: 8092 Edmund Rogers Blvd.
Pasadena, Maryland 21122

QTY.	MFG.	ITEM	COLOR	SER. No.	PRICE	QR	RC	DE	IN	E
1e		Cabinets business office A-B-C @			1712 00					
1		Cabinet bath #1 Vanity			368 00					
1		Cabinet bath #2 Vanity			368 00					
1e		Cabinets lounge G-H-I			1329 00					
1		Cabinets lab K-N			651 00					
1		Sterilization cabinets U-V			1632 00					
1		Operatory cabinets #1 Q-R			1729 00					
1		Operatory cabinets #2 S-T			1729 00					
1		Cabinet L			113 00					
1		Cabinet W			147 00					
Fabricated - Delivered & installed by Berger Cabinet Co.										

Plumbing and electrical work are the responsibility of the purchaser's contractor and must be done according to Benco's plans and manufacturer's specifications.

Contractor's portion of job (as indicated by Benco specs) that is completed by Benco; or, handling of purchaser's equipment not included in above order - to be invoiced at prevailing rates.

TOTAL	9778 00
TRADE-IN	405 00
NET TOTAL	1655 00
TAX	591 90
TOTAL	12429 00

COMPLETE FORM PTW
 BINDER WITH ORDER

Date of Installation _____

THESE PRICES FIRM UNTIL _____

Total 12,429.00

ACCEPTED AT MAIN OFFICE - WILKES-BARRE, PA.

It is expressly agreed and understood that the title to goods listed above is to remain with the vendor until the full amount of the agreed price is paid.

DATE _____ 19 _____

Equipment Mgr. _____

Purchaser

[Signature]

Benco Dental Supply Co.

BOOK 536 PAGE 441

PAGE 441 OF 441

11 Bear Creek Blvd. P.O. Box 1108
 Wilkes-Barre, Pa. 18773-1108
 Phone (717) 825-7781 ESTABLISHED 1930

"Without Service..."

FULL SERVICE SUPPLIER

... There Are No Bargains!"

DR. Clifford Walzer
201 West St. suite 153
Annapolis, Maryland 21401
 Office Phone (301) 268-7790
 Home Phone _____

Date _____
 Equipment Order No. _____
 Quotation No. _____

Install at: 8094 Edwin Raynor Blvd
Pasadena, MD suite A

QTY.	MFG.	ITEM	COLOR	SER. No.	PRICE	QR	RC	DE	IN
1	Star	Titan II plus 5000 RPM slow speed motor		1637	407 ⁰⁰				
1	Star	Titan II motor to angle adapter		137	96 ⁰⁰				
1	Star	Titan II 10-1 gear reduction clutch head		120	7.87 ⁰⁰				
1	Gendek	770 X-ray		4450	2800 ⁰⁰				
2	Allec	Vacuum Assistent's Pack 17-0590-00		470	402 ⁰⁰				
2	Allec	Quad Hange assy 170030-00		100	86 ⁰⁰				

Plumbing and electrical work are the responsibility of the purchaser's contractor and must be done according to Benco's plans and manufacturer's specifications.

Contractor's portion of job (as indicated by Benco specs) that is completed by Benco; or, handling of purchaser's equipment not included in above order - to be invoiced at prevailing rates.

TOTAL	49110 ⁰⁰
TRADE-IN	12939 ⁰⁰
NET	36171 ⁰⁰
TAX	1808 ⁵⁵
TOTAL	37979 ⁵⁵

COMPLETE FORM PTW

BINDER WITH ORDER

Date of Installation _____

THESE PRICES FIRM UNTIL _____

Total 34479.55 ^{2500.00 deposit 4/1}

ACCEPTED AT MAIN OFFICE - WILKES-BARRE, PA.

It is expressly agreed and understood that the title to goods listed above is to remain the vendor until the full amount of the agreed price is paid.

DATE July 1 1988

Equipment Mgr. _____

Purchaser [Signature]

2065801
20806
DS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER No. 505
Identification No. _____

Page No. 26
Dated November 6, 1986

1. Debtor(s) PINEWOOD, INC.
Name or Names - Print or Type
228 Quaker Ridge Road, Timonium, MD 21043
Address-Street No., City-County State Zip Code
2. Secured Party FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
Name or Names - Print or Type
9151 Baltimore National Pike, Ellicott City, MD. 21043
Address-Street No. City-County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.</p>	<p>B. Partial Release.....<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property.</p>	<p>D. Other:.....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>PARTIAL TERMINATION AS TO THE FOLLOWING DESCRIBED PROPERTY **</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE 50 #270660 0777 #03 115#08 01/12/89</p>

**BEING KNOWN AND DESIGNATED as Lot Numbers 41,42 and 43, as shown on the Plat entitled, "NEW PLAN OF FERNDAL FARM, SECTION "C", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 21.

Dated: 9/2/87

FAIRVIEW FEDERAL S & L ASSN
Name of Secured Party
Charles C. Holman
Signature of Secured Party
CHARLES C. HOLMAN
Type or Print (Include Title if Company) EXEC. V.P.

MONUMENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
650 RITCHIE HIGHWAY
SEVERNA PARK, MARYLAND 21146
#196931AG

1550

276032

Debtor or Assignor Form

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 Only).

Name of Debtor

Drs. Cook & Seckinger, D.M.D., P.A.
T/A Annapolis Prosthodontic Associates

Address

201 West Street
Suite 101
Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

All inventory, equipment, and supplies now owned or hereafter acquired specifically including but not limited to all inventory, equipment, and supplies that are associated with the Branemark System, manufactured by Nobelpharma, and all proceeds of such inventory, equipment and supplies.

- 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 }

RECORD FEE 12.00

- 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)

Robert A. Cook, DMD
Drs. Cook & Seckinger, D.M.D., P.A.
T/A Annapolis Prosthodontic Associates
BY:

FARMERS NATIONAL
BANK OF MARYLAND

RECORD TAX 105.00

POSTAGE CK .50

SEARCHED C345 R01 715429

01/12/89

BY *Lillian D. Oakes*
LILLIAN D. OAKES

Type or print names under signatures

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

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. / To Be Recorded among the Financing Statement Records.
3. X 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 Clerk of the Circuit Court of .

5.	Debtor's Name	Address
	Donald W. Grimes	c/o Anarex, Inc. 503 Ritchie Highway Severna Park, MD 21146

6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Donald W. Grimes
Donald W. Grimes

Address where Collateral
will be located:

Lots 1-18, Block 50; Lots 1-8 and 56-62, Block 46;
Greenhaven, Armiger addition
Pasadena, Anne Arundel County, Maryland

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

A:Grimes.FS FF 66

RECORD FEE 11.00
POSTAGE CK .50
DATE 01/12/89
TIME 11:30

11
8

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) through 18 (Eighteen), inclusive, Section 50, and Lots Numbered One (1) through Eight (8), inclusive, and Lots Numbered Fifty-Six (56) through Sixty-Two (62), inclusive, Section 46, as shown on a Plat entitled, "GREEN HAVEN, Armiger Addition", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 4, folio 42 (formerly recorded in Plat Book W.N.W. No. 3, folio 59).

BEING the same property described in the following two Deeds:

1. Dated August 26, 1986 from Karl R. Grube and Darlene B. Grube unto Donald W. Grimes and recorded among the Land Records of Anne Arundel County in Liber 4146, folio 452.
2. Dated July 15, 1986 from Pridemark Enterprises, Inc. unto Donald W. Grimes and recorded among the Land Records of Anne Arundel County in Liber 4124, folio 676.

a:Grimes.Exh

038917

276021

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

B. E. Henson & Son, Inc.

160 Browns Woods Rd.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
1 Michigan Tractor Shovel, Model 175A, Ser. No. 18992

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)

B. E. Henson & Son, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *[Signature]*
BERNARD E. HENSON, Pres.

BY: *[Signature]*
ROSS G. SELBY, JR. U.P.

Type or print names under signatures

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

RECORD FEE 11.00
RECORD TAX 36.00
POSTAGE .50
01/13/99
CK

536-448 ...

not used

1-13-89

276025

DUUN 536 PAGE 449

FINANCING STATEMENT

Taxable Debt \$20,500.00
~~Not subject to recordation tax~~
161.00 PAID TO THE ANNE
ARUNDEL CO. CLERK OF THE
COURT

1. Name of Debtor(s): CLAUDE F. SCHRIFT
Address: CAROL J. SCHRIFT
118 CLAUDORNE ROAD
EDGEWATER, MARYLAND 21037

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 12.00

RECORD TAX 161.00

POSTAGE .50

CK

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

ALL COMPUTER EQUIPMENT, FIXED ASSETS AND LEASEHOLD IMPROVEMENTS, 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:

Debtor(s):

Claude F. Schrift
.....
CLAUDE F. SCHRIFT
& Carol J. Schrift
.....
CAROL J. SCHRIFT
.....
.....

Secured Party:

THE ANNAPOLIS BANK AND TRUST COMPANY
.....
(Type Name of Dealership)

By *John Paul Koehler*
.....
(Authorized Signature)

JOHN PAUL KOEHLER, 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.)

276026

FINANCING STATEMENT

Taxable Debt 13000.00
Not subject to recordation tax
\$101.50 PAID TO AD
COURT CLERK OF
COURT

1. Name of Debtor(s): Litopress, Inc
Address: 116 MAUD ROAD
EDGE WATER, MARYLAND 21037

2. Name of Secured Party: The ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
RECORD TAX 91.00
POSTAGE .50
RECORD FEE 11.00
RECORD TAX 91.00
POSTAGE .50
RECORD FEE 11.00
RECORD TAX 91.00
POSTAGE .50
CK 01/13/99

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

ONE MACINTOSH II 40 HD IEM8 RM; SERIAL NUMBER F925063; ONE WATER WAGON
JELLY, SERIAL NUMBER CA 934-EGR

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):

Secured Party:

Litopress, Inc

The ANNAPOLIS BANK AND TRUST COMPANY
(Type Name of Dealership)

Donna McMullen, President

Donna McMullen, President

John Paul Kochler
(Authorized Signature)

John Paul Kochler, 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.)

STATE OF MARYLAND
 FINANCING STATEMENT DUUN FORM UCC-1 536 PAGE 451

Identifying File No. 276027

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

If transaction or transactions wholly or 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 Multiple Parties, See Schedule I attached hereto and made a part hereof.
 Address _____

2. SECURED PARTY

Name The Prudential Insurance Company of America
 Address 10 Rockefeller Plaza, 14th Floor, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned 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 right, title and interest of Debtor in and to the property described on Exhibit A, attached hereto and made a part hereof, and located on, used in connection with, or relating to the real property.

Upon recording return to: Kay B. Sutton
 c/o Sonnenschein Carlin Nath & Rosenthal
 8000 Sears Tower
 Chicago, IL 60606

Filed with: the Clerk of Circuit Court, Anne Arundel County, MD.
 CHECK THE LINES WHICH APPLY

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

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

The real property is described on Exhibit B, attached hereto and made a part hereof, commonly known as 6th Avenue & Ritchie Highway, Glen Burnie, MD 21061.

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

See signature page attached hereto and made a part hereof. (Signature of Debtor)

30

 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

The Prudential Insurance Company of America,
 a New Jersey corporation
 By: Edward Chaplin
 Its: _____
 Type or Print Above Signature on Above Line

BALTIMORE MARYLAND 21202
 THIRD FLOOR
 114 E. LEXINGTON STREET
 PRUDENTIAL TITLE INSURANCE CORP.

RECORD FEE 30.00
 POSTAGE .50
 BUSINESS 1345 ROL 714749
 CK 11/13/89

SIGNATURE PAGE

BOOK 536 PAGE 452

Glen Burnie Shopping Plaza, Inc.,
a Maryland corporation

By Joseph Macnow as Vice President and
Chief Financial Officer

By: Joseph Macnow

Vornado Investments Corporation,
a Delaware corporation

By Joseph Macnow as Vice President and
Chief Financial Officer

By: Joseph Macnow

SCHEDULE I

DEBTORS NAMES AND ADDRESSES:

VORNADO INVESTMENTS CORPORATION, a Delaware corporation
AND GLEN BURNIE SHOPPING PLAZA, INC., a Maryland corporation
174 Passaic Street
Garfield, NJ 07026

EXHIBIT A

DEBTOR: GLEN BURNIE SHOPPING PLAZA, INC., a Maryland corporation

SECURED PARTY: PRUDENTIAL INSURANCE COMPANY OF AMERICA

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right, title, and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the real estate described on Exhibit B attached hereto (the "Premises"), or any of the improvements now or hereafter located thereon, including, without limitation, all building materials, construction materials, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, boilers, window or structural cleaning rigs, equipment used or useful for air conditioning, heating, refrigerating, electronic monitoring, lighting, water, power, sanitation, waste removal, entertainment, recreation, communications, maintenance, and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets), furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures and lamps, and all other fixtures, apparatus, goods, chattels, articles used in connection with the construction or operation of a strip shopping center upon the Premises, and all renewals or replacements thereof or articles in substitution therefor, it being understood that the enumeration of any specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned;

2. Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including, without limitation, inventories located on the Premises, together with files, books of account, and other records;

3. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications, and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, and agreements relating to construction on the Premises;

4. All rights in and proceeds from all fire and hazard, loss-of-income, and other nonliability insurance policies now or hereafter covering improvements now or hereafter located on the Premises; and

5. All awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Premises.

Glen Burnie, Maryland
Glen Burnie Shopping Plaza, Inc.
Legal Description

All that certain tract situate in the County of Anne Arundel, State of Maryland, bounded and described as follows:

BEGINNING at an Iron Pin set in the southeasterly Right of Way Line of Ritchie Highway (150 feet wide), where the aforesaid Right of Way Line is intersected by the second line of the land described in a Deed from Curtis Creek Mining, Furnace and Manufacturing Company to Grace Schohl, dated August 22, 1910 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 79, folio 414, said Pin being located a distance of 581.49 feet South of the Southerly line of Sixth Avenue projected; thence running and binding on the southeasterly Right of Way

Line of Ritchie Highway as now surveyed and referring the courses of this description to the True Meridian as established by the Anne Arundel Sanitary Commission, the following courses and distances; North 25° 00' East, a distance of 491.31 feet to an Iron Pin set where the aforesaid Right of Way Line is intersected by the sixth course of the land described in a Deed from Glen Burnie Shopping Plaza, Inc., et al to the County Commissioners of Anne Arundel County, Maryland dated February 14, 1958 and recorded in Liber G.T.C. 1405, folio 466; thence running and binding on said line, the southerly line of 6th Avenue as dedicated, the following four courses: (1) by a curve to the right having a radius of 90.00 feet, an arc distance of 141.55 feet, the chord of which is North 70° 03' 30" East, 127.41 feet, to an Iron Pin; (2) North 64° 53' East, a distance of 433.57 feet to a point; (3) North 25° 07' 00" East, a distance of 10.00 feet to a P.K. Nail; and (4) South 64° 53' East, a distance of 248.00 feet to an Iron Pin set at the end of the North 59° 37' West, 100 foot line described in a Deed from Arthur Helmer and wife to John S. Lacey and wife dated July 27, 1938 and recorded among the Land Records aforesaid in Liber F.A.M. No. 186, folio 95; thence binding on the South 31° 14' West 402.67 line of the previously mentioned conveyance, South 25° 35' 45" West, a distance of 382.67 feet to an Iron Pin set at the end of the aforesaid line; thence passing through an Iron Pipe found in the southeasterly side of a 20 foot wide Right of Way at a distance of 110.00 feet, and binding on the second line of the conveyance by the Curtis Creek Mining, Furnace and Manufacturing Company to Fritz Weidenhoft dated October 10, 1914 and recorded in Liber G.W. No. 108, folio 216, South 65° 14' 41" East, a distance of 1153.00 feet to an Iron Pin set in the northwest side of Kuethe Road (unopened); thence binding on the northwest side of Kuethe Road, South 25° 36' 20" West, a distance of 208.75 feet to an Iron Pin; thence binding on lands designated as Flood Plain and on the northeasterly line of the Glen Gardens Subdivision as recorded in Plat Book No. 20, folio 4, North 65° 14' 41" West, a distance of 1044.89 feet to an Iron Pin set in the centerline of the aforementioned 20 foot wide Right of Way; thence through the centerline of said Right of Way, South 24° 55' 20" West, a distance of 413.39 feet to an Iron Pin; thence leaving said centerline of Right of Way, North 64° 47' 42" West, a distance of 561.26 feet to a P.K. Nail set in the centerline of "M" Street (unopened); thence through the centerline of "M" Street, North 25° 00' East, a distance of 412.39 feet to an Iron Pin found at the corner of lands of Gladding-Aiello Realty; thence binding on lands of Gladding-Aiello Realty, North 65° 00' West, a distance of 313.00 feet to the point of Beginning. CONTAINING 21.11 Acres of land, more or less.

Also described as:

BEGINNING for the same at a hub found planted in a concrete monument in the southeasterly right of way line of Ritchie Highway 150 feet wide, as now laid out, where the aforesaid right of

Glen Burnie, Maryland
Glen Burnie Shopping Plaza, Inc.
Legal Description

way line is intersected by the second line of the land described in a Deed from Curtis Creek Mining, Furnace and Manufacturing Company to Grace Schohl, dated August 22, 1910 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 79, folio 414, thence running and binding on southeasterly right of way line of Ritchie Highway as now surveyed and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission, the following courses and distances, north $24^{\circ} 29' 33''$ east 624.48 feet to a point where the aforesaid right of way line is intersected by the southwesterly side of Sixth Avenue North, thence binding thereon as now laid out 30 feet wide, south $64^{\circ} 37' 39''$ east 776.19 feet to an iron pipe found at the end of the north $59^{\circ} 37'$ west 100 foot line described in a Deed from Arthur Helmer and wife to John S. Lacey and wife dated July 27, 1938 and recorded among the Land Records aforesaid in Liber F.A.M. No. 186, folio 95, thence binding on the south $31^{\circ} 14'$ west 402.67 foot line of the previously mentioned conveyance; south $25^{\circ} 35' 45''$ west, 402.99 feet to an iron pipe found at the end of the aforesaid line, thence south $65^{\circ} 10' 51''$ east 109.94 feet to a concrete monument found in the centerline of a 20 foot wide right of way, said right of way being delineated on Curtis Creek Mining, Furnace and Manufacturing Company's Plat No. 5, being also the beginning of the third line of the land conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company to Arthur Helmer by Deed dated March 16, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64, folio 322, thence binding on the second line of the conveyance by the Curtis Creek Mining, Furnace and Manufacturing Company to Fritz Weidenhoft dated October 10, 1914 and recorded in Liber G.W. No. 108, folio 216; south $65^{\circ} 14' 41''$ east 1042.70 feet to the end thereof, said point being situate on the northwest side of Kuethe Road, thence binding on the northwest side of Kuethe Road, south $24^{\circ} 06' 19''$ west 208.75 feet to a point, thence north $65^{\circ} 14' 41''$ west 1048.11 feet to a concrete monument found at the end of the third line of the aforesaid conveyance by Curtis Creek Mining, Furnace and Manufacturing Company to Arthur Helmer, said concrete monument being also at the end of the first line of a Deed by Walter Van Meter to Walter M. Jarzynski, and being in the centerline of the 20 foot wide right of way aforementioned, thence with the second line of the Deed of Jarzynski and the centerline of the 20 foot right of way; south $24^{\circ} 25' 11''$ west 413.39 feet, thence leaving centerline of said right of way, north $65^{\circ} 32' 13''$ west 561.62 feet to a point, thence north $24^{\circ} 17' 25''$ east 412.39 feet to a point, thence north $65^{\circ} 19' 18''$ west 311.69 feet to the place of beginning.

CONTAINING 21.81 acres of land, more or less.

276028

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

Date: January 6, 1989

Debtor:

MONTGOMERY INVESTMENT GROUP
XVIII LIMITED PARTNERSHIP

Address:

6920 Montrose Road
Rockville, Maryland 20852

Secured Party:

MONTGOMERY MORTGAGE, INC.

6920 Montrose Road
Rockville, Maryland 20852

THE UNDERLYING SECURED TRANSACTION BEING PUBLICIZED BY THIS SECURITY AGREEMENT AND FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TITLE 12, TAX-PROPERTY VOLUME, OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED. CK

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of Three Hundred Forty Thousand Dollars (\$340,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Swain, Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the

13

Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the terms of their leases.

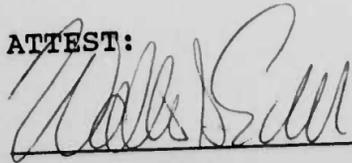
5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

DEBTOR:

MONTGOMERY INVESTMENT GROUP
XVIII LIMITED PARTNERSHIP

ATTEST:



Walter S. Eull

By: MONTGOMERY FINANCIAL
CORPORATION, General Partner

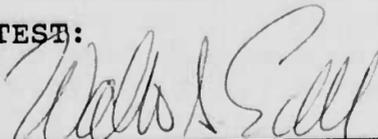
By: 
Richard R. Cotton, President

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.

By 
Richard R. Cotton, President

ATTEST:


WALTER S. EULL

swn2u1

BEING KNOWN AND DESIGNATED as Unit Nos. 1103, 1301, and 1302 New Summer Place - North Village Condominium, Riva Trace Section Five, a Maryland Condominium Regime, as said Units and said Condominium Regime are established pursuant to Declaration of New Summer Place - North Village Condominium, Riva Trace Section Five by Winchester Homes, Inc., and recorded among the Land Records of Anne Arundel County in Book 4754, page 573, et seq.; and Condominium Plat entitled "New Summer Place - North Village Condominium, Riva Trace Condominiums, Riva Trace - Section 5, - Planned Unit Development", recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book E-40, pages 10-15, inclusive. The improvements thereon being known as Unit Nos. 1103, 1301 and 1302, New Summer Place - North Village Condominium, 2710 Summerview Way.

TOGETHER WITH appurtenances and advantages thereto pertaining, including an undivided percentage interest in the common elements, common expenses, common profits in the regime as set forth in said Declaration establishing the Condominium Regime known as New Summer Place - North Village Condominium and the By-Laws of said Condominium recorded among the Land Records of Anne Arundel County in Liber No. 4755, folio 604, as Exhibit "I" to said Declaration.

SECURITY AGREEMENT AND FINANCING STATEMENT

276030

(Uniform Commercial Code - Secured Transaction)

Date: January 6, 1989Debtor:MONTGOMERY INVESTMENT GROUP
XVIII LIMITED PARTNERSHIPAddress:6920 Montrose Road
Rockville, Maryland 20852Secured Party:

MONTGOMERY MORTGAGE, INC.

6920 Montrose Road
Rockville, Maryland 20852

THE UNDERLYING SECURED TRANSACTION BEING PUBLICIZED BY THIS SECURITY AGREEMENT AND FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TITLE 12, TAX-PROPERTY VOLUME, OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

CK

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of One Hundred Sixty-four Thousand Dollars (\$164,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Swain, Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the

13

Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the terms of their leases.

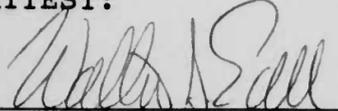
5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

DEBTOR:

MONTGOMERY INVESTMENT GROUP
XVIII LIMITED PARTNERSHIP

ATTEST:



Walter S. Eull

By: MONTGOMERY FINANCIAL
CORPORATION, General Partner

By 

Richard R. Cotton, President

ATTEST:

Walter S. Eull

Walter S. Eull

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.

By Richard R. Cotton
Richard R. Cotton, President

swn2w1

EXHIBIT A

Being known and designated as Lot No. 30, as shown on a Plat entitled "REDBRIDGE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, folio 21, Plat No. 5696. The improvements thereon being known as or to be known as 1301 Redbridge Drive.

Land
 ✓ Chattel
 SDAT

BQUN 536 PAGE 466

Please Return To:
Home Title Company, Inc.
2 E. Fayette Street
Baltimore, MD 21202

ASSIGNMENT OF FINANCING STATEMENT

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

File Number of original Financing Statement: 276030
Date of Filing: 1-13-89 Record Reference: ~~536~~ 536-403
Maturity Date (if any): _____

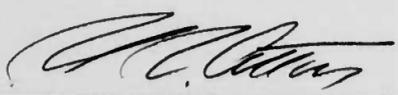
<u>Name(s) of Debtor(s) or assignors</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Montgomery Investment Group XVIII Limited Partnership		6290 Montrose Road,	Rockville,	MD 20852

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Montgomery Mortgage, Inc.		6290 Montrose Road,	Rockville,	MD 20852

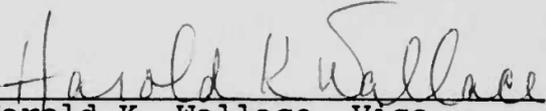
This assigns the Financing Statement recorded immediately prior hereto to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

Assignor(s)
MONTGOMERY MORTGAGE, INC.

By 
Richard R. Cotton, President

Assignee:
FIRST AMERICAN BANK OF MARYLAND

By 
Harold K. Wallace, Vice
President 

RETURN TO:

Ward & Klein, Chartered
806 West Diamond Avenue
4th Floor
Gaithersburg, Maryland 20878
Attn: Sandra W. McShea, Esquire

sww2w2

10
21

Anne Arundel, MD

BOOK 536 PAGE 467

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275087

RECORDED IN LIBER HES FOLIO 493 ON Nov. 17, 1988 (DATE)

1. DEBTOR

Name BIA Acquisitions, Inc.
Address 7701 Lemmon Avenue, Dallas Texas 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)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

Postmark: 10:00, .50, 11/17/88

Dated 12/16/88

Signature of Secured Party

Type or Print Above Name on Above Line

276033

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

BOOK 536 PAGE 469

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 263350 recorded in Liber 501, Folio 533 on August 13, 1986 (date).

1. DEBTOR(S):

Name(s): Robert B. Sprague and Barbara K. Sprague

Address(es): Unit 45 West Street Cathedral West Condominium Annapolis, Maryland Unit 47 West Street Cathedral West Condominium Annapolis, Maryland

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles Street Baltimore, Maryland 21201

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

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

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [X] RELEASE. (Partial Release) 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. Unit 45 West Street Cathedral West Condominium

RECORD FEE 10.00 POSTAGE .50 #367110 C065 R02 T14:43

CK 01/17/89

9. DEBTOR:

Blank lines for debtor information.

SECURED PARTY:

EQUITABLE BANK, National Association

By

Robert Scrivener Corporate Banking Officer

(Type Name and Title)

140664

276034

BOOK 536 PAGE 470

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 \$ 100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 PROFESSIONAL AMBULANCE SERVICE, INC. 1408 Crain Highway, Glen Burnie, Maryland 21061

RECORD FEE 11.00
 RECORD TAX 700.00
 POSTAGE .50

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Shelly T. Elsey 100 South Charles Street, Baltimore, Maryland 21201
(Type name & title)
 Loan Documentation Assistant

#261050 C040 R04 T14:47
 CK 01/17/89

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 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 PROFESSIONAL AMBULANCE SERVICE, INC.
 By: Gerard C. Schultz (Seal) _____ (Seal)
 Gerard C. Schultz, President
 By: Janet M. Schultz (Seal) _____ (Seal)
 Janet M. Schultz, Secretary/Treasurer

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

11.00
 700.00
 .50

 711.50

EQUITABLE BANK, N.A.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

276033

BOOK 536 PAGE 471

FINANCING STATEMENT

TO BE RECORDED:

IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

This Financing Statement evidences and publicizes the lien and provisions of a Mortgage from debtor to the secured party dated July 12th, 1988, securing a debt in the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00). All required recordation taxes have been affixed to the Mortgage. The Mortgage is recorded, or intended to be recorded among the Land Records of Anne Arundel County.

NAME AND ADDRESS OF DEBTOR:

BONG SU KANG
5421 Jamestowne Court
Baltimore, MD 21229

NAME AND ADDRESS OF SECURED PARTY:

LENDER:
ANDRESKY, INC.
P.O. Box 243
Gambrills, Maryland 21054

RECORD FEE 18.00
POSTAGE .50

4364290 0055 002 112:37

CK 01/13/89

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

(a) The interest of debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises described on the attached Schedule A or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire

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extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, bars, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All items of property specified on Exhibit A hereto as a part hereof (which Exhibit A shall be in addition to and shall not be interpreted or construed to limit the generality of subparagraph (a) above).

(c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to those parcels of land and improvements, which are the subject of a Mortgage between the parties of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, and known generally as Skippers Tavern, 1252-1256 Annapolis Boulevard, Odenton, Maryland 21113.

Anthony J. Christy
Witness

Bong Su Kang
Bong Su Kang

DEBTOR

PLEASE RETURN TO:
Mid-Atlantic Title Company
~~222 Bosley Avenue, Suite C-3~~
Towson, MD. 21204
10 West Road, SAR 211
(8.611)

EXHIBIT AEQUIPMENT INVENTORY - 1252-1256 East Annapolis Road, Odenton, MD1252

- 1 Electric Wall Heater
- 1 Window Air Conditioner

1254

- 1 Piece of Bar
- 1 Draft Beer Box
- 1 Bottle Storage Box
- 1 Central Heating & Cooling Unit
- 1 Large Window Air Conditioner
- 5 Misc. Tables & Chairs
- 1 Large Alum. Upright Bottle Box
- 1 3-Compartment Sink
- 1 Used Ice Machine

1256

- 1 Piece of Bar
- 16 Bar Stools
- 3 Tables and Chairs
- 1 Center Back Bar Unit (Bottle shelf)
- 1 Used Register
- 1 Calculator
- 4 Undercounter Cabinets (Storage)
- Wall shelving (back bar)
- 1 Bottle Box
- 1 3-Compartment Sink
- 1 Hand Sink
- 2 Window Air Conditioners
- 1 Forced Air Oil Fired Furnace
- 1 Large Lower Lot Sign
- 1 Front Sign
- 2 Small Used Refrigerators
- 1 Used Freezer
- 2 Tables
- 1 Used Pizza Oven (Small)

Mail to
Mid-Atlantic

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 482**

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. 269930 recorded in
Book 518 Page 279 on 9/29/87 at Anne Arundel County, MD.
Date Location

1. DEBTOR(S):

Name(s) TRTJ Enterprises, Inc.

Address(es) Marley Station Mall, Ritchie Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name Maryland National Bank

Address 116 Defense Highway, Suite 201, Annapolis,
MD 21401, Attn: Jane Phillips

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. Please change the name of the Debtor(s) to:
Thomas W. Read and Randy K. Read

9. SIGNATURES.

Thomas W. Read

Randy K. Read

SECURED PARTY

MARYLAND NATIONAL BANK

By Jane Phillips
Jane Phillips
Assistant Vice President
(Type, Name and Title)

DEBTOR(S)

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

RECORD FEE 10.00
POSTAGE .50
44-1140 0345 R01 709132
01/18/89
CK

CDF/06-10-87
9915X
SSA-SFC(B)(4)

276036

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	Principal amount is
(2) in the Financing Statement	\$ <u>352,000.00</u>
Records of Anne Arundel	
County; and	
(3) with the State Department of	
Assessments and Taxation.	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:

William Campbell

Mailing Address of Debtor:

P.O. Box 782

Annapolis, MD 21404

2. Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
incorporated and existing
under the law of Maryland,

Address of Secured Party:

Suite 201
111 East Water Street
Baltimore, Maryland 21202

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

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

RECORDED FEE 17.00
POSTAGE .50
01/18/89 07:00
01/18/89

CK

17.50

CDF/06-10-87
9915X
SSA-SFC(B)(4)

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arunde County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

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

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$_____. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

by 
William Campbell

Date: November 23, 1986

To the Filing Officer: After this Statement has been recorded, please mail the same to Charles D. Frazer, Esquire, Suite 700, American City Building, Columbia, Maryland 21044.

FINANCING STATEMENT

by

William Campbell, Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

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

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

MT/C # 3882213

ATTACHED TO AND MADE A PART OF A DEED OF TRUST FROM
TO THE TRUSTEES FOR STERLING BANK & TRUST CO.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 27, Block A, Section VIII, Saefern, as shown on a
plat recorded among the Plat Records of Anne Arundel County in Plat Book 37, folio
43.

STATE OF MARYLAND

BOOK 536 PAGE 480

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276037

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

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

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

This financing statement Dated 1/11/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Pasadena Boatel & Beach Club
Thomas C. Miller and Tsuneko B. Miller
Name Thomas M. Faulconer and Allen G. Tenneson
Address 2010 Knollview Drive, Pasadena, MD 21122

2. SECURED PARTY
Name The Bank of Glen Burnie
Address 101 Crain Highway, Glen Burnie, MD 21061

Charles W. Ayres, Jr., P.O. Box 670, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at Pasadena Boatel and Beach club, 2010 Knollview Drive, Pasadena, Maryland. All of Debtors' inventory.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Thomas C. Miller, Individually

Tsuneko B. Miller, Individually

Thomas M. Faulconer, Individually

Allen G. Tenneson, Individually

Pasadena Boatel & Beach Club (Thomas C. Miller, General Partner)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Stephen G. Boyd, Senior Vice Pres.

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

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)

Trans-American Leasing Corporation
The Steffey Bldg. Ste. 200-B
407 Crain Hwy.
Glen Burnie, MD 21061

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

Baltimore Federal Financial, FSA
300 E. Lombard Street
Baltimore, MD 21202

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#262300 0040 R04 T10:09

01/18/89

CK

4. This statement refers to original Financing Statement bearing File No. Liber# 498 Folio# 303 #262021

Filed with Anne Arundel County Date Filed May 26 1986

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

10.

10.00
- .50

10.50

No. of additional Sheets presented:

Baltimore Federal Financial, F.S.A.

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

By: [Signature] ASST. VICE PRESIDENT
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11 50

262021

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 May 15, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 2, 1986, Schedule #01, dated April 2, 1986 between Assignor as Lessor and LEASE ACCOUNT #682040 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 May 15, 1986 between Assignor and Assignee: 1(one) GTCO Digitizer w/4 button Cursor, cable; 1(one) Calcomp 1043 GT, 1(one) NEC APC III, 20 MB Hard Disk, 640K Ram, 360 Floppy Disk, 8087 Math Co-Processor, 14" Color Monitor; 1 (one) AutoCad (1,2,w/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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with
Anne Arundel County

RGSEL

Mailed to Secured Party

2080

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Brown & Brown Builders, Ltd. 2110 Priest Bridge Dr., Ste 9 Crofton, MD 21114</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

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

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

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

RECORD FEE 11.00
R262310 0040 R04 T10+11
01/18/88
CK

DEBTOR:

SECURED PARTY:

BROWN & BROWN BUILDERS, LTD.
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: *Russell W. Brown* (SEAL)
Russell W. Brown

By: *John J. Mulkey*

By: _____ (SEAL)

Nov 28 19*88*
(Date Signed by Debtor)

John J. Mulkey
Vice President/Treasurer

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

11.00

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

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

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

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

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

To be recorded among the:

- _____ Land Records of Anne Arundel County, Maryland
- X _____ Chattel Records of Anne Arundel County, Maryland
- _____ Financing Records of the Maryland State Department of Assessments and Taxation

STATEMENT OF ASSIGNMENT

File Number of Original Financing Statement: 268146
 Date of Filing: June 19, 1987
 Record Reference: Book 513, page 448
 Maturity Date:

<u>Debtor</u>	<u>Address</u>
Raynor Associates Limited Partnership, a Maryland	121 Water Street Baltimore, Maryland 21202
<u>Secured Party</u>	<u>Address</u>
North American Life Assurance Company	c/o Walker & Dunlop, Inc. 1156 Fifteenth Street, N.W. Washington, D.C. 20005-1788

The Secured Party assigns the rights of the Secured Party under the original Financing Statement identified above to:

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

December 20, 1988

RECORD FEE 12.00
 POSTAGE .50
 #262440 0040 R04 T10144
 01/18/89

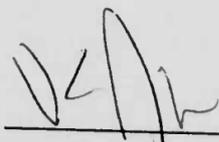
Attest:

SECURED PARTY
 NORTH AMERICAN LIFE ASSURANCE COMPANY

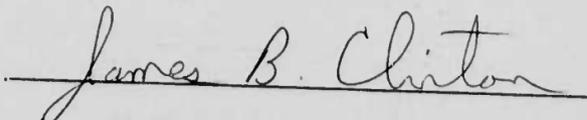
CK



 raynor-c.fs

By: 

 DAVID S. JOHNSON ASSOCIATE TREASURER



 JAMES B. CLINTON ASSOCIATE TREASURER

AFTER RECORDING PLEASE RETURN TO:
 Stanley A. Levine, Esquire
 HAZEL, THOMAS, FISKE, et. al
 1575 Eye Street, N.W., Ste. 600
 Washington, D.C. 20005

Please Return To:
Home Title Company, Inc.
2 E. Fayette Street
Baltimore, MD 21202

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 521

Page No. 483

Identification No. 271176

Dated 1/5/88

1. Debtor(s) { THE DEMPSEY COMPANY, INC.
Name or Names—Print or Type
1236 ALGONQUIN ROAD CROWNSVILLE, MD, 21037
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name or Names—Print or Type
300 EAST LOMBARD STREET BALTO, MARYLAND 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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>10.00 .50 #273260 0777 R03 T10#36 01/18/89 GK</p>

BEING KNOWN AND DESIGNATED as lot No. 6, in the subdivision entitled "CROFTON ORCHARD" as per Plat thereof Recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, Folio 78.

Dated: November 28, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Name of Secured Party

Robert P. Warr
Signature of Secured Party

Robert P. Warr, Senior Vice President
Type or Print (Include Title if Company)

1510

Please Return To:
Home Title Company, Inc.
2 E. Fayette Street
Baltimore, MD 21202

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 517

Page No. 398

Identification No. 269673

Date 9/9/87

1. Debtor(s) { THE DEMPSEY COMPANY, INC.
 Name or Names—Print or Type
1236 ALGONQUIN ROAD CROWNSVILLE, MARYLAND 21032
 Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
 Name or Names—Print or Type
300 EAST LOMBARD STREET BALTIMORE, MARYLAND 21202
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

10.00
.50
#273280 CTT R03 F10:37
01/18/89

Dated: May 27, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.S

Name of Secured Party

Signature of Secured Party

Robert P. Warr, Senior Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

15.50

Please Return To:
Home Title Company, Inc.
2 E. Fayette Street
Baltimore, MD 21202

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 517

Page No. 344

Identification No. 269650

Dated 9/9/87

1. Debtor(s) { THE DEMPSEY COMPANY, INC.
Name or Names—Print or Type
1236 ALGONQUIN rpad CROWNSVILLE, MARYLAND 21032
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name or Names—Print or Type
300 EAST LOMBARD STREET BALTIMORE, MARYLAND 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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:</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
POSTAGE
#273290 0777 103 10/23/87

CK

Dated: May 27, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name of Secured Party

Robert P. Warr
Signature of Secured Party

Robert P. Warr, Senior Vice President
Type or Print (Include Title if Company)

152

276039

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. P.O. Box 3844 Crofton, MD 21114 M-33968-1	(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 #276039 0777 R03 T10:42 CK 01/19/89
(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) New Caterpillar Model 936E Wheel Loader S/N:; 33Z03578		

For Filing Officer

NOT SUBJECT TO RECORDATION TAX
M. SUTTLE

Products of the Collateral Are Also Covered.

Anne Arundel Co.

(6) Signatures: Debtor(s)

Gnau Construction Co.

Allan R. Gnau - Pres.

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

(1) Filing Officer Copy - Numerical

1150

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

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corp. 8700 Ashwood Drive Capitol Heights, MD 20027 MACHINE LOCATED IN MILLERSVILLE MD M-33456-1	(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 #273390 0777 R03 110:43 CK 01/18/89 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) New Caterpillar Model #621 Wheel Tractor S/N 6AB01041

"NOT SUBJECT TO RECORDATION TAX"
 M. SUTTLE

Products of the Collateral Are Also Covered. AA

(6) Signatures: Debtor(s) The Driggs Corp. Reginald L. Burner Vice Pres. (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy -- <i>[Initials]</i>	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
---	---

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276041

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

If transaction or transactions wholly or 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 TRAVEL UNLIMITED, INC. pcc YLP
Address 6 Dock Street Annapolis, MD 21401

2. SECURED PARTY

Name AMERICAN AIRLINES, INC.
Address SABRE Contracts/MD4390, P.O. Box 619616

RECORD FEE 11.00
POSTAGE .50
#273400 0177 R03 T10:43
01/18/89

DFW Airport, Texas 75261-9616
Person And Address To Whom Statement Is To Be Returned 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 estates, right, title, and interest of Lessee, now or hereafter acquired in and to: The Lessee and Lessor intend this Transaction to be a true lease. This Financing Statement is presented for filing pursuant to and in accordance with Section 9408 of the Uniform Commercial Code.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If 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)
TRAVEL UNLIMITED, INC. BY AMERICAN AIRLINES, IT'S AGENTS BY.

(Signature of Debtor)
ROBERT L. NEEDS JR.
Type or Print Above Name on Above Line

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

(Signature of Secured Party)

AMERICAN AIRLINES, INC.
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276042

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, OH 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, OH 43287

Person And Address To Whom Statement Is To Be Returned 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
#213440 CITY #03 710:46
01/18/89

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

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale. TRUE LEASE DOES NOT CREATE A SECURITY INTEREST

Filed with: 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)
Jeffrey P. Bauer, Manager
Nationwide Mutual Insurance Company
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
Lawrence L. Duncan, Assistant Vice President
The Huntington Leasing Company
Type or Print Above Signature on Above Line

NATIONWIDE MUTUAL INSURANCE COMPANY

536 PAGE 493

EXHIBIT "A"

Lease No. 89011

Schedule No. 14

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	285849	TY01	TYPEWRITER	864.52

EQUIPMENT LOCATION:
 2500 RIVA ROAD SE
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND
 TAX DISTRICT 20 0002

5207	285218	PROJ	OVERHEAD PROJECTOR	343.50
------	--------	------	--------------------	--------

EQUIPMENT LOCATION:
 304 DOGWOOD DRIVE
 SALISBURY (WICOMICO) MARYLAND
 TAX DISTRICT 20 0022

FINANCING STATEMENT FORM UCC-1

Identifying File 876043

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, Ohio 43215

Beverlee Roberts, PORTER WRIGHT MORRIS & ARTHUR, 41 S. High Street,
Columbus, Ohio 43215
Person And Address To Whom Statement Is To Be Returned 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
#213450 0/17 R03 T10:47
01/18/89

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

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

TRUE LEASE DOES NOT CREATE A SECURITY INTEREST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

By: Jeffrey P. Bauer
(Signature of Debtor)

Jeffrey P. Bauer, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

By: Lawrence L. Duncan
(Signature of Secured Party)

Lawrence L. Duncan, Assistant Vice President

Type or Print Above Signature on Above Line

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 88121 Schedule No. 12

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
6143	400958	ANSW	ANSWERING MACHINE	134.24
	400959	ANSW	ANSWERING MACHINE	134.25
	400948	RECO	RECORDER	228.41
	400949	RECO	RECORDER	228.40
			TOTAL	\$ 725.30

EQUIPMENT LOCATION:
 3610 LANDMARK DRIVE
 COLUMBIA (RICHLAND) SC
 TAX DISTRICT 40 0040

5200	285243		TRANSCRIBER	378.34
	285814		TRANSCRIBER	454.20
			TOTAL	\$ 832.54

EQUIPMENT LOCATION:
 2500 RIVA ROAD
 ANNAPOLIS (ANNE ARUNDEL) MD
 TAX DISTRICT 20 0002

5116	2817321	TY01	TYPEWRITER	\$ 883.95
	281733	TY01	TYPEWRITER	883.95
	281734	TY01	TYPEWRITER	883.96
			TOTAL	\$ 2,651.86

EQUIPMENT LOCATION:
 639 RESEARCH PKWY
 MERRIDAN (NEW HAVEN) CT
 TAX DISTRICT 07 0005

5179	281731	TY01	TYPEWRITER	1,516.89
------	--------	------	------------	----------

EQUIPMENT LOCATION:
 13-15 ELM STREET
 ROCKY HILL (HARTFORD) CT
 TAX DISTRICT 07 0002

STATE OF MARYLAND

BOOK 536 PAGE 496
Identifying File No. 276044

FINANCING STATEMENT FORM UCC-1

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, OH 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 S. High Street, Columbus, OH 43287

RECORD FEE 11.00
POSTAGE .50
#213460 0717 R03 110:47
01/13/89

CK

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

TRUE LEASE DOES NOT CREATE A SECURITY INTEREST

Filed with: Anne Arundel, Maryland 15

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)

STAMP: BOOK 536 PAGE 496

Signature of Debtor
Jeffrey P. Bauer, Manager
Nationwide Mutual Insurance Company
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

STAMP: BOOK 536 PAGE 496

Signature of Secured Party
Lawrence L. Duncan, Assistant Vice President
The Huntington Leasing Co.

(Signature of Secured Party)
Lawrence L. Duncan, Assistant Vice President
The Huntington Leasing Co.

Type or Print Above Signature on Above Line

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89012 Schedule No. 15

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5202	285854	FV05	FILE	307.60

EQUIPMENT LOCATION:
6910 YORK ROAD
BALTIMORE (BALTIMORE) MARYLAND
TAX DISTRICT 20 0003

5200	285847	SORT	SORTER	631.87
	285848	FV03	LATERAL FILE	339.69
			TOTAL	\$971.56

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

Clerk of Circuit Court
Anne Arundel County

STATE OF MARYLAND

BOOK 536 PAGE 498

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276045

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, Ohio 43215

Beverlee Roberts, PORTER WRIGHT MORRIS & ARTHUR, 41 S. High Street, Columbus, Ohio 43215
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

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

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

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

TRUE LEASE DOES NOT CREATE A SECURITY INTEREST

RECORDING FEE 11.00
POSTAGE .50
#273470 CT17 R03 T10:49
CK 01/18/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

By: Jeffrey P. Bauer
(Signature of Debtor)
Jeffrey P. Bauer, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

By: Lawrence L. Duncan AVP
(Signature of Secured Party)

Lawrence L. Duncan, Assistant Vice President

Type or Print Above Signature on Above Line

NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 536 PAGE 499

EXHIBIT "A"

Lease No. 88122 Schedule No. 13

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
7900	287993	PANE	PANEL	\$ 376.42
	287994	PANE	PANEL	376.42
	287995	PANE	PANEL	212.99
	287992	FV05	5DR FILE	372.15
	287996	BK03	BOOKCASE	230.55
			TOTAL	\$ 1,568.53

EQUIPMENT LOCATION:
9110 E NICKOLS AVE
COLORADO SPRINGS (EL PASO) CO
TAX DISTRICT 06 0021

5202	285844-			
	285846	TA04	(3) CUBE TABLE (155.93)	467.79
	285841-			
	285843	TA04	(3) DRUM TABLE (222.53)	667.59
			TOTAL	\$ 1,135.38

EQUIPMENT LOCATION:
6910 YORK ROAD
BALTIMORE (BALTIMORE) MD
TAX DISTRICT 20 0003

5200	248596-			
	248600	PANE	(5) PANEL (227.34)	1,136.70
	248601	PANE	PANEL	179.82
	248602	PANE	PANEL	179.82
5201	248590-			
	248593	PANE	(4) PANEL (227.34)	909.36
	248594	PANE	PANEL	191.16
	248595	PANE	PANEL	191.16
		SHEL	OPEN SHELF	4,505.82
		SHEL	OPEN SHELF	1,501.93
	285244		2DR CAB	257.29
	285246-			
	285249	SM03	(4) SERV MOD (154.00)	616.00
	285245	FV05	2DR FILE	146.00
			TOTAL1	\$ 9,815.06

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MD
TAX DISTRICT 20 0002

276046

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

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

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

Secured Party(ies) and address(es)

New Era Communications
6273 Franconia Road
Alexandria, VA 22310

Quintron Corporation
One Quintron Way
Quincy, IL 62301

RECORD FEE 13.00
POSTAGE .50
#273560 0777 R03 711:00
CK 01/18/89

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

All equipment supplied by Quintron described on Attachment A & B hereto and all accessories, parts and equipment now or hereafter affixed thereto and the proceeds thereof.

ASSIGNEE OF SECURED PARTY

Recordation tax paid to State: \$102.30

Amount of debt in Anne Arundel County: \$31,000

2. Products of Collateral are also covered. Dual Filing

- Additional sheets presented.
- Filed with Office of Secretary of State of Illinois.
- Debtor is a transmitting utility as defined in UCC §9-105.

By:

Thomas V. Socoly vice president
Signature of (Debtor)

Michael A. Jones
Signature of Secured Party's

Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

(1) Filing Officer Copy - Alphabetical

BSW

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



ONE QUINTRON WAY • QUINCY, ILLINOIS 62301
 TELEX 40-4330 (217) 223-3211 FAX (217) 223-3284

Attachment A
 ORDER ENTRY

SALES ORDER

BOOK 536 PAGE 501
 SALES ORDER NO. 12-645
 RVS# 0 DATE 12/16/88
 CUSTOMER ORDER NO. NE-WB-25-Q
 ORDER DATE 11/09/88 SALES CAT. F TAXABLE NO
 METHOD OF SHIPMENT NO AM VAN LINE 2 F.O.B. PPD. XXX
 S.A. 12 TERMS NET 30

BILL TO:
 NEW ERA COMMUNICATIONS
 6273 FRANCONIA ROAD
 ALEXANDRIA, VA 22310

SHIP TO:
 NEW ERA COMMUNICATIONS
 M/F: NE-WB-25-Q
 5712 GENERAL WASHINGTON DRIVE
 SUITE H AND 1
 ALEXANDRIA, VA 22312

BILL TO CUSTOMER ▶ 6047 SHIP TO CUSTOMER ▶ 6047A

ITEM	PRODUCT NUMBER	DESCRIPTION	TAX	ESTIMATED SHIP DATE	QTY. ORDERED	NET UNIT PRICE	EXTENSION	DISCOUNT
------	----------------	-------------	-----	---------------------	--------------	----------------	-----------	----------

1	DT6995	500MHZ A/D 150W TX .005PPM FREQ. 931.3625 MHZ S.N.#23417						
2	TCC-D	DIGITAL TRANS. CONTROL CHASSIS REV. 4.0 SOFTWARE						
3	DELAY-6000	AUDIO DELAY BD. 600-6000 USEC PASS THRU RECEIVER						
4	RL70XC	FREQ. 72.66 MHZ						
5	721	72" INDOOR CABINET						
6	PLP-6	GAS TUBE LIGHTNING PROTECTOR						
7	PLP-1	GAS TUBE LIGHTNING PROTECTOR						

NO GIP INSURANCE

ALL APPLICABLE DISCOUNTS HAVE BEEN APPLIED... PRICES LISTED AS NET FOR LINE ITEMS AND EQUIPMENT TOTAL.

Washington/Baltimore System

SDS

ACKNOWLEDGEMENT

wintron
CORPORATION
WINTRON WAY • QUINCY, ILLINOIS 62301
4330 (217) 223-3211 FAX (217) 223-3284

Attachment B
ORDER ENTRY

SALES ORDER

SALES ORDER NO. **600K** **536** PAGE **502** PAGE 1
DATE **12-6-86** 0 12/16/88

CUSTOMER ORDER NO. **NE-WB-19-0**
ORDER DATE **11/09/86** SALES CAT. **F** TAXABLE **NO**
METHOD OF SHIPMENT **NO AM VAN LINE** F.O.B. **2** PPD. **XXX**
SA. **1E**
TERMS **NET 30**

SHIP TO:

NEW ERA COMMUNICATIONS
6273 FRANCONIA ROAD
ALEXANDRIA, VA

NEW ERA COMMUNICATIONS
M/F: NE-WB-19-0
5712 GENERAL WASHINGTON DR.
SUITE H AND I
ALEXANDRIA, VA

22310

22312

BILL TO CUSTOMER ▶ 6047

SHIP TO CUSTOMER ▶ 6047A

ITEM	PRODUCT NUMBER	DESCRIPTION	TAX	ESTIMATED SHIP DATE	QTY ORDERED	NET UNIT PRICE	EXTENSION	DISCOUNT
------	----------------	-------------	-----	---------------------	-------------	----------------	-----------	----------

1	GT6895	900MHZ A/D 150W TX .005PPM FREQ. 931.3625 MHZ S.N. #23418 ✓						
2	TCC-D	DIGITAL TRANS. CONTROL CHASSIS REV. 4.0 SOFTWARE						
3	DELAY-6000	AUDIO DELAY BD. 500-6000 USEC						
4	KL70XC	PASS THRU RECEIVER FREQ. 75.54 MHZ						
5	FLP-1	72" INDOOR CABINET						
6	FLP-6	GAS TUBE LIGHTNING PROTECTOR						
7	FLP-1	GAS TUBE LIGHTNING PROTECTOR						

NO OIP INSURANCE

ALL APPLICABLE DISCOUNTS HAVE
BEEN APPLIED... PRICES LISTED
AS NET FOR LINE ITEMS AND
EQUIPMENT TOTAL.

Washington/Baltimore System

SDJ

ACKNOWLEDGEMENT

FINANCING STATEMENT

BOOK 536 PAGE 503

- 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:

276047

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

Chesapeake Yacht Sales, Inc. P. O. Box 628
Grasonville, MD 21638

6. Secured Party Address

First Annapolis Savings Bank, FSB 1832 George Avenue
Attention: Pamela J. Eyer Annapolis, MD 21401
(Type name & Title)

RECORD FEE 11.00
POSTAGE .50
#273580 0717 R03 111:02
CK 01/18/89

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.

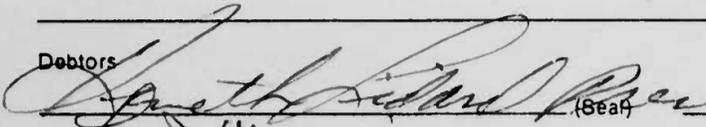
F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto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

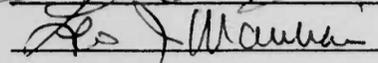
G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof. HELD IN INVENTORY FOR RESALE BY THE DEBTOR.

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)

 (Seal) _____ (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 (1/88)

1150



SCHEDULE A

One 1987 10 meter Trojan.

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
•

FINANCING STATEMENT

BOOK 536 PAGE 505

276048

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 \$ 15,000.00. 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 - \$105.00

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

Chesapeake Irrigation Systems, Inc.

P. O. Box 1179
Glen Burnie, MD 21061

6. Secured Party
First Annapolis Savings Bank, FSB

Address
1832 George Avenue
Annapolis, Maryland 21401

Attention: Lisa Musser
(Type name & Title)

RECORD FEE 11.00
RECORD TAX 105.00
POSTAGE .50
#276048 0777 R03 T11:08
CK 01/18/89

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

Chesapeake Irrigation Systems, Inc. (Seal)

By: William M. Underwood (Seal)
William M. Underwood, President

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)

Handwritten initials and numbers: 11, 105, -50

 **First Annapolis Bank** SAVINGS FSB

SCHEDULE A

Debtor: Chesapeake Irrigations Systems, Inc.
P. O. Box 1179
Glen Burnie, MD 21061

Secured Party: First Annapolis Savings Bank, FSB
1832 George Avenue
Annapolis, MD 21401

Loan Amount: \$15,000.00

Collateral: 1 Computer Laser Turbo XT Complete System
1 4MB Add-on 80386 Inboard Intel upgrade kit
1 Monitor NEC Multisync XL (19")
1 Video Board Peridice VGA-16
1 DPX-3300 Roland 8-pen A-D Plotter
1 Digitizer Summagraphics Corp. 24" x 36"
1 Mouse 4 Button cursor
1 Stand Manual lift stand for Microgrid

276049

FINANCING STATEMENT

1. _____ To be recorded in the Land Records.
 2. X To be recorded among the Financing Statement Records.
 3. X Not subject to Recordation Tax (general intangibles,
 Article 81, Section 277 (a) (2) (ii)).

4. Debtor's Name Address
 Michael P. O'Brien 1460 Nieman Road
 Shady Side, Md 20764

5. Secured Party Address
 First Annapolis Savings Bank, 1832 George Avenue
 FSB Annapolis, Md 21401

6. This Financing Statement covers and Debtor hereby grants to Secured Party a security interest in, the following property and all proceeds and parts thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. General Intangibles. All of Debtor's partnership interest, now owned, or hereafter acquired, in that limited partnership known as Bay Center Associates Limited Partnership.

DEBTOR:

RECORD FEE 11.00
 POSTAGE .50
 #273500 0777 N03 111408
 01/18/89

BY:


 Michael P. O'Brien

Mr. Clerk:

Please return to: First Annapolis Savings Bank, FSB
 1832 George Avenue
 Annapolis, Maryland 21401
 Commercial Loan Department

11.80

276050

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax

Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): Medical Imaging Accessories, Inc.
Address: 2605 Cabover Road
Suite 10
Hanover, Maryland 21076

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
Address: Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:
- Accounts. All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - Inventory. All of the Obligor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash
4. Check the statements which apply, if any, and supply the information indicated: and non-cash proceeds and products thereof.

(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:

RECORD FEE 11.00
 POSTAGE .05
 POSTAGE .45
 #273760 UTY7 R03 111423
 CK 01/18/89

(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): Medical Imaging Accessories, Inc.

Secured Party:

Jerry J. Ditzel, President

THE BANK OF BALTIMORE

By: Michael T. Smith, 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 The Bank of Baltimore at address shown in 2. above)

15.00

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Victor R. Hull
Margaret I. Hull

7959 Telegraph Road #55
Severn, Maryland 21144

add

SECURED PARTY (Dealer)

Chesapeake Mobile Homes of Laurel, Inc.
P.O. Box 288
Millersville, Maryland 21108

RECORD FEE 12.00
POSTAGE .50
#273770 0777 R03 T11#24
CK 01/19/89

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).
NEW 1989 Holly Park Homes, "Forest Park" Mobile Home
60 X 14, Serial # 03-FP-11424
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:

x Victor R. Hull
Victor R. Hull
x Margaret I. Hull
Margaret I. Hull

BY: *Barry Mock*

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to The Bank of Baltimore.

125

FINANCING STATEMENT

276052

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Leslie S. Ashwell
Alyse M. Ashwell

Rol-Park #20
Rt. 3 North
Millersville, Maryland 21108

AAC

SECURED PARTY (Dealer)

Chesapeake Mobile Homes of Laurel, Inc.
P.O. Box 288
Millersville, Maryland 21108

RECORD FEE 12.00
POSTAGE .50
#273790 0777 R03 111#25
01/18/89

CK

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).

NEW 1989 Imperial Homes Corp., Regal #403, Mobile Home
60 X 12, Blue/White, Serial # IH892662

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:

Leslie S. Ashwell
Alyse M. Ashwell

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 Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to The Bank of Baltimore.

12.50



276063

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Margaret Theresa Blake-Plumley	121 Chesapeake Mobile Court Hanover, Maryland 21076

AA CO.

SECURED PARTY (Dealer)

ASSIGNEE (Bank)

THE BANK OF BALTIMORE
(Assignee)

Address: P.O. Box 896
Baltimore, Maryland 21203

RECORD FEE 11.00
POSTAGE .50
#273790 CT77 R03 711-25
CK 01/18/89

- This financing statement covers the following types (or items) of property (the collateral).
1988 14x70 Brigadier - Knox
Anchors, Skirting, deck steps, air conditioning
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

x Margaret Theresa Blake-Plumley
MARGARET THERESA BLAKE-PLUMLEY

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 Chesapeake Mobile Homes which has been assigned to The Bank of Baltimore.

1150

STATE OF MARYLAND

91-88-3462
ANN Arundle

FINANCING STATEMENT FORM ~~500X~~ 536

Identifying File No. 276053

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

If transaction or transactions wholly or 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 Atlas Concrete Pump Service

Address 950 A. Weiker Rd, Severn Md 21144

2. SECURED PARTY

Name Seaboard Leasing Co

Address 2861 Jessup Rd, Box 570, Jessup Md 20794

RECORD FEE 11.00
#273830 0777 R03 T11427
CK 01/18/89

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)

1-Allen Smart Office Mgr
Model #81-210
Serial #19676393

Name and address of Assignee
THE ALLEN GROUP LEASING CORP.
37519 SCHOOLCRAFT RD.
LIVONIA, MI. 48150

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joann B. Jernego
(Signature of Debtor)

Atlas Concrete Pump Service
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eider
(Signature of Secured Party)

Seaboard Leasing Co

Type or Print Above Signature on Above Line

1100
1100

STATE OF MARYLAND

HUNE Arundle

FINANCING STATEMENT FORM ~~500~~ **538** PAGE **510** Identifying File No. **276054**

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

If transaction or transactions wholly or 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 Walt Eger's Service Ctr

Address 7148 Ridge Rd, Hanover Md 21076

2. SECURED PARTY

Name Seaboard Leasing Co

Address 2861 Jessup Rd, Box 570, Jessup Md 20794

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

3. Maturity date of obligation (if any) _____

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

1-Allen Engine Analyzer
Model #62-830
Serial #C8G-C4660/A8H-A8412

Name and address of Assignee
Allen Group Leasing Corporation
37519 Schoolcraft Road
Livonia, MI 48150

RECORD FEE 11.00
#273840 0777 R03 T11:28
CK 01/18/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walt Eger
(Signature of Debtor)

Walt Eger's Service Ctr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest
(Signature of Secured Party)

Seaboard Leasing Co
Type or Print Above Signature on Above Line

1100

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Ann Arundel Identifying File No. **536** PAGE **514**
276055

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

If transaction or transactions wholly or 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 Odenton Shell

Address 1144 Annapolis Rd, Odenton Md 21113

2. SECURED PARTY

Name Seaboard Leasing Co

Address 2861 Jessup Rd, Box 570, Jessup Md 20794

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

3. Maturity date of obligation (if any) _____

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

1-Allen Engine Analyzer
Model #62-840

Name and address of Assignee
Allen Group Leasing Corporation
37519 Schoolcraft Road
Livonia, MI 48150

RECORD FEE 11.00
POSTAGE .50
#273850 0777 R03 T11:28
01/18/89

CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Odenton Shell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Seaboard Leasing Co
Type or Print Above Signature on Above Line

11-50

276056

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)
JAMES FAHIE
VANESSA P FAHIE
1104 WYNBROOK RD
GLEN BURNIE, MD, 21061

2. Secured Party(ies) and address(es)
Environmental Water Control, Inc.
511-C Eastern Boulevard
Essex, Maryland 21221

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

RECORD FEE 12.00
#273870 0777 R03 T11:29
01/19/99

CK

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

Installed, one United Standard complete water treatment system Model #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1104 WYNBROOK RD GLEN BURNIE, MD, 21061

XX
XX
XX
XX
XX

5. Assignee(s) of Secured Party and Address(es)
Security Pacific
Suite 126
901 Dulaney Valley Road
Towson, Maryland 21204

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: AA COUNTY

James Fahie

JAMES FAHIE
By: *Vanessa P. Fahie*

VANESSA P FAHIE Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.
By: *Joseph B. Antonelli*

JOSEPH B ANTONELLI Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

276057

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) BRYAN J ARNETT REBECCA L ARNETT 7856 FLINTSHIRE CT PASADENA, MD, 21122	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511-C EASTERN BOULEVARD ESSEX, MD, 21221	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #273860 C777 R03 T11:29 CK 01/18/89 5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SERV SUITE 126 901 DULANEY VALLEY RD TOWSON, MD, 21204
4. This financing statement covers the following types (or items) of property: ONE INSTALLED UNITED STANDARD COMPLETE WATER TREATMENT SYSTEM MODEL #1054(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7856 FLINTSHIRE CT PASADENA, MD, 21122		

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: AA COUNTY

x Bryan J Arnett
 BRYAN J ARNETT
 By: Rebecca L Arnett
 REBECCA L ARNETT
Signature(s) of Debtor(s)

Environmental Water Control Inc.
 By: Joseph B Arnett
 JOSEPH B ARNETT
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

276058

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) THOMAS L MCCARRIAR DEBRA MCCARRIAR 1216 SCATTERED PINES CT SEVERN, MD, 21144	2. Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland 21221	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #273890 0777 R03 T11430 CK 01/18/89
---	--	--

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

Installed, one United Standard complete water treatment system Model #1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 1216 SCATTERED PINES CT SEVERN, MD, 21144

XX
XX
XX
XX

5. Assignee(s) of Secured Party and Address(es)
Security Pacific
Suite 126
901 Dulaney Valley Roak

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: AA COUNTY

Thomas L McCarriar
THOMAS L MCCARRIAR

By: Debra McCarriar
DEBRA MCCARRIAR
Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.

By: Joseph B Antonelli
JOSEPH B ANTONELLI
Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 451

Page No. 189

Identification No. 243154

Dated July 2, 1982

1. Debtor(s) { George T. and Barbara A. Rinnard
 Name or Names—Print or Type
 1342 Edna Road Pasadena, MD 21122
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 13.00
 POSTAGE .50
 H273910 0777 R03 T11+31
 01/18/89

CK CK

Dated: January 10, 1989

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

1350

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 509 Page No. 474
Identification No. 266558 Dated 3/11/87

1. Debtor(s) { Baltimore & Annapolis Railroad Co., Inc.
Name or Names - Print or Type
Camp Meade & Maple Road, Linthicum, A.A., Maryland 21090
Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
18 West Street, Annapolis, A.A., Maryland 21401
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

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

RECORD FEE 10.00
POSTAGE .50
#273930 0777 R03 111431
01/19/89

CK

Dated: 1/9/89

The First National Bank of Maryland
(Name of Secured Party)

Catherine T. Lewis
(Signature of Secured Party)

Catherine T. Lewis, Asst. Vice Pres.
Type or Print (Include Title if Company)

154

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276059

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or 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 HOMER DALE DUNCAN

Address 222 OLD MAGOTHY BRIDGE ROAD PASADENA, MARYLAND 20833

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772

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

ATT: GLORIA RIVERS 1st NATIONAL BANK OF MD 14700 MAIN STREET UPPER MARLBORO, MARYLAND 20772

3. Maturity date of obligation (if any)

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

(1) EAGER BEAVER MODEL 10HDB TRAILER

VIN #112HAN284KT030512

RECORD FEE 11.00
POSTAGE .50
#273940 0777 R03 T11:32
01/19/89

THIS IS A RETAIL INSTALLMENT CONTRACT

CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Homer Dale Duncan
(Signature of Debtor)

HOMER DALE DUNCAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. Weaver Johnson
(Signature of Secured Party)

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

1150

FINANCING STATEMENT FORM UCC-1

276060

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 HUGH O. WOOD
Address 5662 SWAMP CIRCLE ROAD DEALE, MD 20751

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.
Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

FIRST NATIONAL BANK OF MD ATT: GLORIA RIVERS 14700 MAIN ST. UPPER MARLBORO, MD 20772
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

(1) USED 1978 450 CRAWLER LOADER/BACKHOE S/N 3066392

RECORD FEE 11.00
POSTAGE .50
#273950 0777 R03 T11:32
CK 01/18/89

THIS IS A RETAIL SALES AGREEMENT 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)

Hugh O. Wood
(Signature of Debtor)

HUGH O. WOOD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay Williams
(Signature of Secured Party)

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

1150

FINANCING STATEMENT

Identifying File No. **276061**

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

If transaction or transactions wholly or 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 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William Alan Boehm
 Address 1528 St. Stephens Church Road Crownsville, MD 21032

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.
 Address 6300 Crain Highway Upper Marlboro, MD 20772
14700 Main Street
First National Bank of MD ATT: Gloria Rivers Upper Marlboro, MD 20772
 PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) _____

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
General Engines	Trailer	1120HA201JT 200738		20 HAL Trailer	1988

RECORD FEE 11.00
 POSTAGE .50
 #273960 0777 R03 T11+32
 CK 01/18/89

CHECK THE LINES WHICH APPLY

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

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

THIS IS A RETAIL SALES AGREEMENT CONTRACT

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

William Alan Boehm
 (Signature of Debtor)

Anthony Wells
 (Signature of Secured Party)

WILLIAM ALAN BOEHM
 Type or Print Above Signature on Above Line

Suit & Wells Equipment Co., Inc.
Anthony Wells-President
 Type or Print Above Name on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276062

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 12/5/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Finesco, Inc. DBA Freedom Rent-A-Car
Address 130 Second St., Laurel, Md 20707

2. SECURED PARTY

Name Chrysler Credit Corporation
Address 23041 Avenida de la Carlotta Suite 320
Laguna Hills, Ca 92653
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#274120 CY97 H03 T11:56
01/18/89

CK

3. Maturity date of obligation (if any) _____

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

Attachment 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)

Finesco, Inc. DBA Freedom Rent-A-Car

by: James Ott, pres (Signature of Debtor)

James Ott

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chrysler Credit Corporation

(Signature of Secured Party)

L. M. Aaron

Type or Print Above Signature on Above Line

Handwritten initials or signature

ATTACHMENT A

"This Financing Statement covers and the debtor hereby grants to the secured party a security interest in:

- 1) All inventory of goods leased or to be leased, including but not limited to passenger cars, motor vehicles, motor trucks, mobile homes, campers and motor homes, all Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 2) All Proceeds of lease or sale or other disposition of all Inventory, Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles including but not limited to Insurance Proceeds relating thereto, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating thereto."

Finesco, Inc. DBA Freedom
Rent-A-Car

CHRYSLER CREDIT CORPORATION

BY

James H. [Signature]

BY

[Signature]

FINANCING STATEMENT

FORM UCC-1

BOOK

538

PAGE

525

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 January 17, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS STAMP & COIN COMPANY

Address 208 WEST STREET, ANNAPOLIS, MD 21401

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)

RECORD FEE 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)

POSTAGE .50

#462480 C345 R01 T15:12

CK 01/18/89

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ANNAPOLIS STAMP & COIN COMPANY

BY: *[Signature]*

(Signature of Debtor)

JOHN M NORMYLE,
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

X *[Signature]*

(Signature of Secured Party)

BAY NATIONAL BANK
PAUL R O'CONNELL VICE PRESIDENT

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

276133

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ U/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 Price, Buddy E.
Address 979 Forest Drive Arnold, MD 21012

2. SECURED PARTY

Name Harbor Truck Sales & Service, Inc.
Address 2723 Annapolis Road Baltimore, MD 21230

RECORD FEE 17.00
POSTAGE .50
#274220 CTTT R03 T13:45
01/19/89

CK

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)

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Buddy E. Price

Buddy E. Price
(Signature of Debtor)

Buddy E. Price
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Harbor Truck Sales & Service, Inc.

[Signature]
(Signature of Secured Party)

Edward S. Dentz
Type or Print Above Signature on Above Line

17.00

CONDITIONAL SALE CONTRACT NOTE

TO: Harbor Truck Sales & Service, Inc.

FROM: Buddy E. Price

2723 Annapolis Road Baltimore, MD 21230

979 Forest Drive Arnold, MD 21012

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

Table with 2 columns: Description of property purchased and financial items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, FINANCE CHARGE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 979 Forest Drive, Arnold, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of 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 eight thousand eight hundred forty eight and 46/100***** Dollars (\$28,848.48)

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.

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.

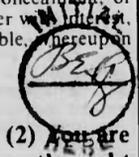
TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

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: January 9, 19 89 BUYER(S)-MAKER(S): Harbor Truck Sales & Service, Inc. (SEAL) Buddy E. Price (SEAL) By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Buddy E. Price (Print Name of Co-Buyer-Maker Here) (SEAL)

*and to redeem the property if repossessed for default and require under certain conditions a resale of



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) and (A) retain 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 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 monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof in 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.

_____(L.S.)_____ (L.S.)_____ (L.S.)_____

(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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 thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. 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____ (SEAL) } Signature of Seller

_____(Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

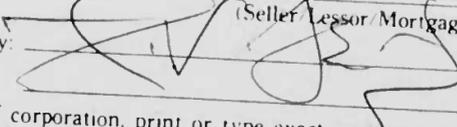
FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 9, 1989

between Harbor Truck Sales & Service, Inc. as Seller/Lessor/Mortgagee and Buddy E. Price 979 Forest Drive Arnold, MD 21012 (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 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 \$ 28,348.45.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of January, 19 89.
Harbor Truck Sales & Service, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: 

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

BOOK 536 PAGE 530

990922

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) Maryland Cabinet & Millwork Co, INC. 1901 E. West Street 1805B Virginia Ave. Annapolis MD 21401	2 Secured Party(ies) and address(es) Capital Innovations, Inc. 1300 Rt. 73 S., Suite 201 Mt. Laurel, NJ 08054
---	--

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#274210 0777 R03 113:45
CK 01/18/89

4. This financing statement covers the following types (or items) of property:

One (1) Interwood Sliding Table Saw S/N 05-87-027

One (1) Rees Mdl 218 Dust Collector S/N 88-770-627

5. Assignee(s) of Secured Party and Address(es)

Denrich Leasing
8325 N.W. 53rd St.
Miami FL 33166

"INSTALLMENT PLAN BUYING"
NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Maryland Cabinet & Millwork Co. INC.

Capital Innovations, Inc.

By:


Signature(s) of Debtor(s)

Pres.

Title

1150
Title

By:


Signature(s) of Secured Party(ies)

VP

Title

For Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or 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 Warner, Lewis, E. dba Six L's Sales
Address 606 Pasadena Rd, Pasadena, MD 21122

2. SECURED PARTY

Name WOODS DIVISION OF HESSTON CORP.
Address RR 2
Oregon, Illinois 61061

Person And Address To Whom Statement Is To Be Returned 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, implements, equipment, attachments, accessories, lawn tractors, light industrial equipment, and repair parts manufactured and/or sold by Woods Division of Hesston Corporation, now owned or hereafter acquired

RECORD FEE 12.00
POSTAGE .50
#274270 0777 R03 114:28
01/13/89
CK

*****RECORDATION TAX NOT REQUIRED*****

THE PROPERTY WILL BECOME THE POSSESSION OF THE DEBTOR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Lewis E. Warner, dba Six L's Sales
Lewis E. Warner Owner
(Signature of Debtor)

LEWIS E WARNER
Type or Print Above Name on Above Line
606 PASADENA RD
(Signature of Debtor)

Type or Print Above Signature on Above Line

Woods Division of Hesston Corporation
NATALIE LAWSON / CREDIT MANAGER
Natalie Lawson
(Signature of Secured Party)

Natalie Lawson
Type or Print Above Signature on Above Line

1250

276003

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) PHILLIP R BECKER, JR 1711 JONES FALLS CT CROFTON MD 21114	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK OF WASHINGTON 1120 VERMONT AVENUE NW WASHINGTON, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #274000 0117 R03 T14:31 CK 01/18/89
4. This financing statement covers the following types (or items) of property: 88 GRADY WHITE 25 N1LCW605H788 88 YAMAHA 6K1UL701381 YAMAHA 6G6UL755703		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:

PHILLIP R BECKER, JR

By: _____
Signature(s) of Debtor(s)

By: J. A. HOLSTER
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

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, Maryland 20705
--	--

3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 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)

Warehouse and computer equipment listed in attachment A (12 pages) together with all parts, fittings, accessories, equipment, special tools, renewals and replacements of all or any part thereof.

RECORD FEE 33.00
#274320 0777 R/S 114433
CK 01/18/89

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County County; Other

9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.

10. This statement is to be returned after recordation to: Linda A. Nicol DC-1-4-6
First American Bank, N.A.
740 15th Street, N.W.
Washington, D.C. 20005

Signature(s) of Debtor(s) <i>D Gomez</i> By: Douglas G. Gomez, President	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <i>Linda A. Nicol</i> Linda A. Nicol Corporate Banking Officer
By: <i>D Gomez</i> Danny L. Gomez, Executive Vice President	

53

Attachment A

Warehouse equipment including but not limited to:

Uprights #U3019244 30,000 #CAP

12' Beams #N512144U



Computer Results Incorporated

12938 Harford Road • Fork, Maryland 21082 (301) 592-DATA

October 12, 1987

Dean Nelson V.P. Finance
 Mastercraft Interiors Inc.
 6800 Distribution Drive
 Beltsville Md

To bill you for the following delivered equipment.

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXT PRICE</u>
1	System-58 with 2 MB memory	24,950.00	24,950.00
1	BEST/AOS License Fee	3,000.00	3,000.00
3	VT-6 Terminals	1,290.00	3,780.00
	Sub-Total.....		31,730.00
	Discount.....		3,173.00-
	Sub-Total.....		28,557.00
	Sales Tax.....		1,427.85
	Total Due.....		29,984.85 **

BBM 5/2/88
DS



Computer Results Incorporated

12938 Harford Road • Fork, Maryland 21082 (301) 592-DATA

March 2, 1988

Dean Nelson
Mastercraft Furniture

To bill you for the following equipment:

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXT COST</u>
IOU-40 Communications Board	1	2,500.00	2,500.00
Line Driver AC Power	3	125.00	375.00
Line Driver DC Power	1	200.00	200.00
VT-6 Terminal	2	1,290.00	2,580.00 =====
		Total Order	5,655.00
		Discount	565.50 =====
		Sub-Total	5,089.50
		Sales Tax	254.48 =====
		Total Due	5,343.98 **

RFM 5/2/88
DD



Computer Results Incorporated

12938 Harford Road • Fork, Maryland 21082 (301) 592-DATA

March 25, 1988

Mastercraft Interiors
6800 Distribution Drive
Beltsville, MD 20705

Dean Nelson

To bill you for the following equipment.

<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>COST</u>	<u>EXT COST</u>
MITEL DM 4962X Modem Stand-alone	5	2,060.00	10,300.00
MITEL DM 4962X Modem Rack Card	6	1,830.00	10,980.00
MITEL 4006X Modem Rack	1	785.00	785.00
MITEL PCC Smart-1 4-port Controller	1	450.00	<u>450.00</u>
		Total Equipment	<u>\$22,515.00</u>

BBM 5/2/88
DD



Computer Results Incorporated

12938 Harford Road • Fork, Maryland 21082 (301) 592-DATA

April 8, 1988

Dean Nelson
 V.P. Finance
 Mastercraft Interiors
 6800 Distribution Drive
 Beltsville Md 20705

To Bill you for Equipment Delivered.

ITEM DESCRIPTION	QTY	PRICE	EXT PRICE
Peripheral Cabinet	1	1,750.00	1,750.00
310 MB Disc Drive	1	25,950.00	25,950.00
IOU-56 Controller	1	2,950.00	2,950.00
VT-6 Terminal	9	1,290.00	11,610.00
300 LPM Printer	1	8,950.00	8,950.00
Q31 Memory 512k bytes	2	2,500.00	5,000.00
AC Powered Line Driver	1	200.00	200.00
DC Powered Line Driver	6	125.00	750.00
			=====
		Total Equipment	57,160.00
		Discount	-5,716.00
			=====
		***Total Due	51,444.00

RM 5/2/88
DR

TELCOA

10219 Southard Drive
 Beltsville, Md. 20705
 Telephone 937-1880
 Baltimore 792-4045

BOOK 536 PAGE 539

005625

INVOICE

TO MASTERCRAFT INTERIORS, INC.
 6800 DISTRIBUTION DRIVE
 BELTSVILLE MD 20705

INVOICE NUMBER 005712
 QUOTATION NUMBER 1/21/KB
 PURCHASE ORDER NUMBER _____
 DATE MARCH 24 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QTY	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
1	Inter-tel ESP 2460 Telephone System					
1	Key service unit with basic software					
1	A.C. Line Surge PROTECTOR					
3	Block of lightning protection (28)					
1	Remote Diagnostics Package					
3	COU Line Cards					
1	Station A Cards					
6	Station B cards					
4	24 Button Display Telephones					
1	2460 DSS/BLF					
34	Electronic Single Line Telephones					
TERMS 30% with the order 4690.50 red. 211.07 due 30% upon completion of cabling 4901.57 30% upon delivery of equipment 4901.57 10% final acceptance						
INSTALL AT: 615 N. WASHINGTON BLVD. ALEXANDRIA VA 22314						
			TOTAL LABOR \$			
			TOTAL MATERIAL \$		15,635.00	
			TAX \$			
			TOTAL \$		15,635.00 ✓	
					10,014.21 ✓	
			DEPOSIT \$		4,690.50	
			PLEASE PAY THIS AMOUNT \$		930.29	

TERMS: PAYMENT WITHIN 30 DAYS 1 1/2% SERVICE CHARGE 30 DAYS OR OVER

11

BPM 5/2/88
DD



BOOK 536 PAGE 540

005713

10219 Southard Drive
Beltsville, Md 20705
Telephone 937-1880
Baltimore 792-4045

INVOICE

to Mastercraft Interiors, INC.
6800 Distribution Drive
Beltsville, Md. / 20705

INVOICE NUMBER _____
QUOTATION NUMBER 1/17/KB rev.
PURCHASE ORDER NUMBER _____
DATE February 2, 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

PAGE 2 OF 2

DATE/QTY	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
1	8RPS Ring Power Supply					
1	DBC Carrier Card for LCR					
1	DBS Spftware Card For LCR					
1	8DTD Tone Detector Bor DISA					
TERMS 30% with the order 11068.50 recd. 30% upon completion of cabling 30% uppn delivery of equipment 10% final acceptance			553.42	tdc		
			11621.92			
			11621.92			
			3873.99			
			TOTAL LABOR \$ _____ TOTAL MATERIAL \$ <u>36895.00</u> TAX \$ <u>1844.75</u> TOTAL \$ <u>38739.75</u>			

27671.25
11621.92 Pd
16049.33

TERMS: PAYMENT WITHIN 30 DAYS 1% SERVICE CHARGE 30 DAYS OR OVER

11 DEPOSIT \$ 11068.50
PLEASE PAY THIS AMOUNT \$ 27671.25

RRM 5/2/88
D

TO REORDER: CALL LEE M. DROTT 231-9031

Acct.#005639

Beltsville



INVOICE

10219 Southard Drive
Beltsville, Md. 20705
Telephone 937-1880
Baltimore 792-4045

to Mastercraft Interiors, Inc.
6800 Distribution Drive
Beltsville, Md. 20705

INVOICE NUMBER 005713
QUOTATION NUMBER 1/17/KB rev.
PURCHASE ORDER NUMBER _____
DATE February 2, 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QT.	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
1	Tadiran Coral II Telephones System					
1	Coral II Cabinet					
1	MCD Main Processor					
1	EPM Main Memory					
1	SVK Bus Interface					
2	DBS Soft database					
11	RMI Remote Diagnostics					
1	PPS Power Supply					
1	8DTR BTMF receiver card					
1	A.C. Line Surge Protector					
1	Block 25 lightning protection					
3	8T 8 Trunk Interface					
2	16S Circuit Card					
3	8SK Circuit Interface					
1	PEM module					
1	EKT 321 with LCD					
7	EKT 201 with speakerphone					
17	EKT 100 8 button telephones					
29	2500 Telephones with TAP					
PAGE 1 OF 2						
			TOTAL LABOR \$ _____			
			TOTAL MATERIAL \$ _____			
			TAX \$ _____			
			TOTAL \$ _____			

DD
RAM 5/2/88

TERMS: PAYMENT WITHIN 30 DAYS 1% SERVICE CHARGE 30 DAYS OR OVER

DEPOSIT \$ _____
PLEASE PAY THIS AMOUNT \$ _____



10219 Southard Drive
Beltsville, Md. 20705
Telephone 937-1880
Baltimore 792-4045

INVOICE

TO MASTERCRAFT INTERIORS
6800 DISTRIBUTION DRIVE
BELTSVILLE MD 20705

BOOK 536 PAGE 542

343700

INVOICE NUMBER 005990
QUOTATION NUMBER 1/21/88
PURCHASE ORDER NUMBER
DATE MARCH 24 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QTY	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
1	Inter-tel ESP 2460 Telephone System					
1	2460 Key service unit					
1	A.C. line surge protector					
3	Blocks of lightning protection (18 C.O.)					
1	Remote programming card					
3	COU Line cards					
1	Station A Card					
4	Station B cards					
4	24 Button Display Telephones					
1	2460 DSS/BLF					
22	Electronic S/L Telephones					
<p>ABOVE EQUIPMENT IS BEING INSTALLED AT: 795 ROCKVILLE PIKE ROCKVILLE MD.</p> <p>TERMS 30% with the order 3787.59 red 189.37 due 30% upon completion of cabling 3976.87 30% upon delivery of equipment 3976.87 10% final acceptance 1325.64</p>						
			TOTAL LABOR \$		TOTAL MATERIAL \$ 12,625.00	
			TAX \$		TOTAL \$ 12,625.00	
			DEPOSIT \$ 3,787.50		PLEASE PAY THIS AMOUNT \$ 694.39	

Need check

*DD
APM 5/2/88*

TERMS: PAYMENT WITHIN 30 DAYS 1% SERVICE CHARGE 30 DAYS OR OVER

TO REORDER: CALL LEE M. DROTT 231-9031



10219 Southard Drive
 Beltsville, Md. 20705
 Telephone 937-1880
 Baltimore 792-4045

INVOICE

TO **MASTERCRAFT INTERIORS**
 6800 DISTRIBUTION DRIVE
 BELTSVILLE MD 20705

343700

INVOICE NUMBER 006031
 QUOTATION NUMBER Addendum WO#01283
 PURCHASE ORDER NUMBER _____
 DATE MARCH 24 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QTY.	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
	ADDENDUM TO CONTRACT					
4	Ceiling Speakers with volume control					
2	Credit card machine hook ups					
1	COU D Card					
1	40 Watt Amp.					
	ABOVE EQUIPMENT FOR ROCKVILLE LOCATION					
			TOTAL LABOR \$ _____			
			TOTAL MATERIAL \$ <u>925.00</u>			
			TAX \$ _____			
			TOTAL \$ <u>925.00</u>			

TERMS: PAYMENT WITHIN 30 DAYS 1% SERVICE CHARGE 30 DAYS OR OVER

11

DEPOSIT \$ _____
 PLEASE PAY THIS AMOUNT \$ 925.00

DD
RJM 5/2/88

TO REORDER: CALL LEE M. DROTT 231-9031



10219 Southard Drive
 Beltsville, Md. 20705
 Telephone 937-1880
 Baltimore 792-4045

INVOICE

TO: MASTERCRAFT INTERIOR
 6800 DISTRIBUTION DRIVE
 BELTSVILLE, MD 20705

343725

INVOICE NUMBER 006032
 QUOTATION NUMBER Addendum WO #997
 PURCHASE ORDER NUMBER _____
 DATE MARCH 24 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QTY	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
	ADDENDUM TO CONTRACT ALEXANDRIA LOCATION					
8	Wall Mounted Baffle Speakers					
1	COU D Card					
3	Credit Card Machine Hook Ups					
			TOTAL LABOR \$ _____ TOTAL MATERIAL \$ <u>1,275.00</u> TAX \$ _____ TOTAL \$ <u>1,275.00</u>			

*DD
 BOM 5/2/88*

TERMS: PAYMENT WITHIN 30 DAYS 1% SERVICE CHARGE 30 DAYS OR OVER

11

DEPOSIT \$ _____
 PLEASE PAY THIS AMOUNT \$ 1,275.00

536 545

TO REORDER: CALL LEE M. DROTT 231-9031



INVOICE

10219 Southard Drive
 Beltsville, Md. 20705
 Telephone 937-1880
 Baltimore 792-4045

TO: Mastercraft Interiors
 6800 Distribution Drive
 Beltsville, MD. 20705

Acct.#005639]

006046

INVOICE NUMBER _____
 QUOTATION NUMBER Addendum
 PURCHASE ORDER NUMBER _____

DATE April 7, 1988

PLEASE INDICATE INVOICE NUMBER ON CHECK

DATE/QT.	DESCRIPTION	MAN HOURS	UNIT COST		SUB TOTAL	
			LABOR	MATERIALS	LABOR	MATERIALS
	ADDENDUM TO CONTRACT					
2	Code a phone voice recorders					
1	Valcom power supply					
2	Warehouse horns					
7	Ceiling speakers 2					
2	Cable runs for credit					
1	Cable run for answering machine					
1	Valcom paging unit					
1	300 feet cable runs					
1	2500 set					
1	DELET					
1	EKT 100					
			TOTAL LABOR \$			
			TOTAL MATERIAL \$		3965.00 ✓	
			TAX \$		163.25 ✓	
			TOTAL \$		4163.25	

DD
APM 5/2/88

TERMS: PAYMENT WITHIN 20 DAYS, 1% SERVICE CHARGE 30 DAYS OR OVER

11 DEPOSIT \$
 PLEASE PAY THIS AMOUNT \$ 4163.25

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. \$ 33,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated January 6, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Insurance Agency, Inc.
Address 5861 Deale Churchton Road, P.O.Box 9, Deale, MD 20751

2. SECURED PARTY

Name Mary E. Magenau
Address P.O.Box 257, Davidsonville, Maryland 21035

The Wayne T. Kosmerl, Esq., P.O.Box 3323, Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 15, 1994

4. This financing statement covers the following types (or items) of property: (list)

Accounts receivable (up to \$33,000.00 value), office furniture and equipment owned by Debtor which may be on the premises from time to time at Anchor Insurance Agency, Inc. at 5861 Deale Churchton Road, P.O.Box 9, Deale, Maryland 20751.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ANCHOR INSURANCE AGENCY, INC.

By: Janet W. Brown (Signature of Debtor)

Janet W. Brown, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Elizabeth Magenau (Signature of Secured Party)

Mary Elizabeth Magenau

Type of Print Above Name on Above Line

RECORD FEE 11.00
RECORD TAX 231.00
POSTAGE .50
#274670 C77 R03 117:19
01/18/89
CK

Handwritten notes: 11-231-50

To Be Recorded In The
Chattel Records of Prince
George's County And Among
The Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax As
Set Forth On Attached
Recordation Tax Certificate
Which Is To Be Paid To The
Clerk Of The Circuit Court
Of Prince George's County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: VITEQ CORPORATION RECORD FEE 99.00
10000 Aerospace Road POSTAGE .50
Lanham, Maryland 20706 #274720 0777 R03 117:21
01/18/89
2. SECURED PARTY: PERPETUAL SAVINGS BANK, F.S.B. CK
1440 New York Avenue, N.W.
Suite 200
Washington, D.C. 20005

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 following assets and/or property rights of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor (provided that the security interest evidenced by this financing statement covers only those items of Equipment and Fixtures described in paragraph (iii) below), together with all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper and General Intangibles as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iii) All Equipment and Fixtures which the Debtor presently owns or has an interest in, including, but not limited to those described on Schedule A attached hereto and made a part hereof;
- (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, patent applications, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (xi) General Intangibles in the form of goodwill; and
- (xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

VITEQ CORPORATION, A Delaware Corporation

By: Alex J. Severinsky (SEAL)
Name: Alex J. Severinsky
Title: President

Date: January 10, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 7740

JT/DOC
Viteq.FS

SCHEDULE A

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DATE	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
01/04/88	GL RESET ACCOUNT 1400						
07/28/87	TELEPHONE EQUIPMENT	1	07/28/87	2,093.57	07/28/87	3,366.25	1,272.68
07/27/87	OFFICE FURNITURE	1	07/27/87	5,208.59	07/27/87	6,371.85	3,164.86
07/31/87	CREDNET STAND/COPYER	1	07/31/87	162.51	07/31/87	261.45	98.54
08/17/87	2 DR. FILES/2 ROOM DIVIDERS	1	08/17/87	289.52	08/17/87	466.00	176.48
03/18/88	CABINET-DARK DRK	1	03/18/88	312.00	03/18/88	382.20	70.20
01/18/88	SWITH COROVR TYPEWRITER	1	01/18/88	107.70	01/18/88	157.40	49.70
01/29/88	BELL-FRAXLINE	1	01/29/88	1,002.51	01/29/88	1,464.75	462.24
02/08/88	MICROWAVE-FRANSONIC	1	02/08/88	135.20	02/08/88	188.96	53.76
07/27/87	XEROX COPIER (Leased)	1	07/27/87	3,294.15	07/27/87	6,617.15	3,323.00
04/11/88	SIDE CHAIRS ELS ZENIX	1	04/11/88	1,182.64	04/11/88	1,372.50	189.86
04/22/88	PANTHER 1032 UPGRADE/PHONES	1	04/22/88	2,261.90	04/22/88	2,625.00	363.10
05/05/88	END TABLE/COPYTR TABLE/RECEPT.	1	05/05/88	214.05	05/05/88	248.43	34.38
08/24/88	LACOSSE DESK	1	08/24/88	426.00	08/24/88	458.21	32.21
08/24/88	EXEC SWIVEL CHAIR	1	08/24/88	177.49	08/24/88	190.92	13.43
08/29/88	CALCULATOR	1	08/29/88	131.79	08/29/88	141.75	9.96
09/09/88	RECEPT. AREA FURN. INCL. FIX. STA.	3	09/09/88	1,666.92	09/09/88	2,006.97	140.05
09/09/88	CONFERENCE ROOM FURNITURE	1	09/09/88	1,856.77	09/09/88	1,995.00	138.23

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ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
56R1125V-005	PANASONIC PRINTER 440/S: CPS	1	10/12/88	461.23	INSURANCE 10/12/88 ASSESSMENT 10/12/88	494.17	32.94-
56R1127V-005	TWO DRAWER LETTER FILES (2)	2	10/11/88	184.21	INSURANCE 10/11/88 ASSESSMENT 10/11/88	153.43	9.22-
56R1128V-005	SARS MICROWAVE OVEN	1	10/26/88	219.96	INSURANCE 10/26/88 ASSESSMENT 10/26/88	230.96	11.00-
56R1129V-005	PHONES - DOWN PAYMENT NEW BLDG	24	10/07/88	2,764.99	INSURANCE 10/07/88 ASSESSMENT 10/07/88	2,903.25	138.26-
56R1130V-004	PHONES & INSTALL-NEW BUILDING	1	11/14/88	1,184.12	INSURANCE 11/14/88 ASSESSMENT 11/14/88	1,213.00	28.88-
56R1131V-004	EXECUTIVE DESKS	8	10/22/88	2,865.18	INSURANCE 10/22/88 ASSESSMENT 10/22/88	2,955.55	70.37-
56R11033V-008	72" BODY-CORSE GRK LAMINATE	1	04/28/88	100.10	INSURANCE 04/28/88 ASSESSMENT 04/28/88	116.18	16.06-
56R11098V-006	CAMERA CARRYING CASE	1	03/01/88	63.71	INSURANCE 03/01/88 ASSESSMENT 03/01/88	85.31	21.60-
56R11035V-006	PROJECTOR/VIEWR/UN TRAVY/REMOTE	1	03/11/88	301.06	INSURANCE 03/11/88 ASSESSMENT 03/11/88	403.20	102.14-
56R11103V-008	OVERHEAD PROJECTOR	1	02/26/88	216.38	INSURANCE 02/26/88 ASSESSMENT 02/26/88	302.40	86.02-
56R11104V-008	TV & VCR	1	01/28/88	421.81	INSURANCE 01/28/88 ASSESSMENT 01/28/88	516.35	94.54-
56R11105V-008	MARKETING DISPLAY	1	02/16/88	3,174.58	INSURANCE 02/16/88 ASSESSMENT 02/16/88	4,000.00	825.42-
56R11106V-008	2 DR LETTER FILE-PUTTY	1	04/28/88	111.27	INSURANCE 04/28/88 ASSESSMENT 04/28/88	129.15	17.86-
56R11107V-006	30X60 EXECUTIVE DESK	1	04/11/88	314.08	INSURANCE 04/11/88 ASSESSMENT 04/11/88	364.50	50.42-
56R11109V-008	2 DR LEGAL FILE-PUTTY W/LOCK	1	05/23/88	108.35	INSURANCE 05/23/88 ASSESSMENT 05/23/88	125.73	17.38-
56R11111V-008	MANUFACTURE & INSTALL SIGN	1	06/01/88	1,120.70	INSURANCE 06/01/88 ASSESSMENT 06/01/88	1,267.25	146.55-
56R11114V-006	FORMATION 35" TABLE W/CASE	1	09/06/88	692.56	INSURANCE 09/06/88 ASSESSMENT 09/06/88	743.51	50.95-

01/04/89

WTEB CORPORATION
ASSET VALUE REPORT
BY S/L ASSET ACCOUNT

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ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	INSURANCE VALUE DATE	CURRENT VALUE	RT. RISK VALUE
GL ASSET ACCOUNT 1400							
WTT1115V -006	MIRAGE 35" TABLE W/CASE	1	09/06/88	532.45	INSURANCE 09/06/88 ASSESSMENT	636.56	44.11
TOTAL FOR GL ASSET ACCOUNT 1400				35,638.65	INSURANCE ASSESSMENT	47,095.25	11,456.44
GL ASSET ACCOUNT 1420							
58R10065 -005	COMPUTER EQUIPMENT	1	06/15/87	2,215.46	INSURANCE 06/15/87 ASSESSMENT	4,450.60	2,235.14
58R10435 -005	MAX 886 COMPUTER/PRINTER	1	08/19/87	2,611.12	INSURANCE 08/19/87 ASSESSMENT	5,245.44	2,634.32
58R10675 -001	LABELPAPER	1	10/08/87	209.53	INSURANCE 10/08/87 ASSESSMENT	420.63	211.16
58R1051V -005	MAX 886 COMPUTER/RWEEK SCREEN	1	02/04/88	1,764.12	INSURANCE 02/04/88 ASSESSMENT	2,465.40	701.28
58R1110V -005	SOUND SHIELD/MICRO PRINTER	1	05/24/88	126.05	INSURANCE 05/24/88 ASSESSMENT	146.27	20.22
58R1115V -006	COMPUTER & RELATED HARDWARE	1	07/01/88	4,633.32	INSURANCE 07/01/88 ASSESSMENT	5,525.00	863.66
58R1116V -005	PRINTER	1	08/25/88	325.37	INSURANCE 08/25/88 ASSESSMENT	360.63	35.26
58R1119V -005	2 COMPUTERS/8MHz/1M5/E/I CONTR	2	08/08/88	2,711.44	INSURANCE 08/08/88 ASSESSMENT	3,005.30	293.86
58R1122V -005	FD:1144M HH GRV PAN W/HARDWARE	1	09/12/88	133.12	INSURANCE 09/12/88 ASSESSMENT	144.45	11.33
58R1123V -005	LOTUS AGENDA SOFTWARE	1	09/23/88	229.35	INSURANCE 09/23/88 ASSESSMENT	248.85	19.50
58R1124V -005	Hayes SMARTCOM III MODEM	1	09/23/88	168.38	INSURANCE 09/23/88 ASSESSMENT	182.70	14.32
58R1130P -005	COMPUTER/40MBE8BMS/MONITOR/PRTR	6	10/19/88	14,533.40	INSURANCE 10/19/88 ASSESSMENT	15,571.50	1,038.10
58R1131V -005	VENTURA PUBLISHER SETWR UPDATE	1	10/31/88	117.60	INSURANCE 10/31/88 ASSESSMENT	126.00	8.40
WTT10065 -006	COMPUTER EQUIPMENT	1	06/15/87	2,215.47	INSURANCE 06/15/87 ASSESSMENT	4,450.61	2,235.14

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	INSURANCE VALUE DATE	CURRENT VALUE	RT. RISK VALUE
01 ASSET ACCOUNT 1430							
WKT:003V -006	MOUSE (BUS) W/PC PRINTERUSH	1	02/05/87	67.43	INSURANCE ASSESSMENT 02/09/87	135.45	68.02-
WKT:004V -006	VENTURR PUBLISHER 1.0	1	02/24/87	364.61	INSURANCE ASSESSMENT 02/24/87	733.05	368.44-
WKT:005V -006	256 K MEMORY UPGRADE	1	02/26/87	36.40	INSURANCE ASSESSMENT 02/26/87	73.50	37.10-
WKT:006V -006	2 COMPUTERS C-20 HT STAND CONF	1	04/15/88	3,453.14	INSURANCE ASSESSMENT 04/15/88	2,853.90	394.76-
WKT:007V -006	EXCEL SPREADSHEET 3+5	1	05/26/88	254.80	INSURANCE ASSESSMENT 05/26/88	315.00	50.20-
WKT:008V -006	PRANSONIC PRINTER/CABLE	1	05/11/88	326.14	INSURANCE ASSESSMENT 05/11/88	403.20	77.06-
WKT:009V -008	4 DRW LETTER FILE WITH DOCKS	1	10/11/88	149.17	INSURANCE ASSESSMENT 10/11/88	156.63	7.46-
TOTAL FOR 01 ASSET ACCOUNT 1430				35,657.42	INSURANCE ASSESSMENT	47,022.17	11,354.75-
01 ASSET ACCOUNT 1430							
08A:1139V -003	OSCI--OSCOPPE	1	06/31/88	2,356.20	INSURANCE ASSESSMENT 06/31/88	2,531.61	175.41-
RAD:0003S -003	FLUKE METERS	1	06/18/87	134.91	INSURANCE ASSESSMENT 06/18/87	216.95	82.04-
RAD:0005S -003	VARIACS	1	06/16/87	126.39	INSURANCE ASSESSMENT 06/16/87	203.21	76.82-
RAD:015V -003	MOUSE (BUS) W/PC PRINTERUSH	1	12/30/86	70.10	INSURANCE ASSESSMENT 12/30/86	140.70	70.60-
RAD:016V -003	PC COMPUTER - XT	1	01/02/87	939.80	INSURANCE ASSESSMENT 01/02/87	1,887.44	947.64-
RAD:020V -003	PRINTER, CABLE, PRINTER STAND	1	02/02/87	101.46	INSURANCE ASSESSMENT 02/02/87	200.00	98.54-
RAD:024V -003	OSCILLOSCOPE/AMPLIFIER	1	02/12/87	739.62	INSURANCE ASSESSMENT 02/12/87	1,189.30	449.68-
RAD:026V -003	M293E OKIDATA PRINTER	1	02/28/87	308.41	INSURANCE ASSESSMENT 02/28/87	619.75	311.34-

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ACCOUNT	DESCRIPTION	CITY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
R&D:065V-003	WRT-CHD		1 05/22/87	127.17	INSURANCE 05/22/87 ASSESSMENT 05/22/87	255.35	-28.18-
R&D:033V-003	TRAIN INT. LOAN FEE FOR DC		1 06/05/87	245.46	INSURANCE 06/05/87 ASSESSMENT 06/05/87	453.50	248.04-
R&D:031V-003	UNIV. TEMP./TEMP-DY CURR PROBE		1 02/18/86	121.53	INSURANCE 02/18/86 ASSESSMENT 02/18/86	195.51	73.96-
R&D:032V-003	STOOD/SWITCHES/..C.S/CAPACITOR		1 01/29/87	221.23	INSURANCE 01/09/87 ASSESSMENT 01/09/87	355.69	-34.66-
R&D:035V-003	PROBE. CURRENT		1 02/22/87	703.67	INSURANCE 02/02/87 ASSESSMENT 02/02/87	1,131.97	428.10-
R&D:035V-003	POWER MODULE		1 02/27/87	331.74	INSURANCE 02/27/87 ASSESSMENT 02/27/87	533.22	201.48-
R&D:036V-003	W-2E LAB EQUIPMENT		1 02/28/87	308.04	INSURANCE 02/28/87 ASSESSMENT 02/28/87	495.54	187.50-
R&D:037V-003	ELEC. EST./DISTORTION ANALYZER		1 04/28/87	297.33	INSURANCE 04/28/87 ASSESSMENT 04/28/87	477.69	180.36-
R&D:038V-003	FLUKE		1 04/01/87	212.58	INSURANCE 04/01/87 ASSESSMENT 04/01/87	342.02	125.44-
R&D:035V-003	FLUKE		1 05/30/87	136.63	INSURANCE 05/30/87 ASSESSMENT 05/30/87	219.27	62.64-
R&D:041V-003	CABINETS		8 06/03/87	141.64	INSURANCE 06/03/87 ASSESSMENT 06/03/87	228.22	86.58-
R&D:045S-003	HYDPT TESTING UNIT		1 07/21/87	467.19	INSURANCE 07/21/87 ASSESSMENT 07/21/87	750.85	283.66-
R&D:046S-003	OSCI.-OSCOPPE		1 07/31/87	1,963.41	INSURANCE 07/31/87 ASSESSMENT 07/31/87	3,156.89	1,193.48-
R&D:047S-003	STEX EFFOY PROGRAMMER		1 08/12/87	162.66	INSURANCE 08/12/87 ASSESSMENT 08/12/87	367.50	184.84-
R&D:048S-003	ELECTRONIC CAMERA		1 08/10/87	390.83	INSURANCE 08/10/87 ASSESSMENT 08/10/87	628.57	237.74-
R&D:068V-003	FIGWERS-HAT		1 10/07/87	172.66	INSURANCE 10/07/87 ASSESSMENT 10/07/87	277.90	105.24-
R&D:073V-003	72" BOOKCASES		8 03/04/88	650.68	INSURANCE 03/04/88 ASSESSMENT 03/04/88	797.36	146.48-

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WITCO CORPORATION
 ASSET VALUE REPORT
 BY G/L ASSET ACCOUNT

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	INSURANCE VALUE DATE	CURRENT VALUE	RT 2154 VALUE
R&D:074V -003	BOXED DESKS	4	03/04/88	1,106.80	INSURANCE 03/04/88 ASSESSMENT	1,355.82	249.02
R&D:075V -003	BOXTE DESK	1	03/04/88	663.42	INSURANCE 03/04/88 ASSESSMENT	347.22	63.80
R&D:076V -003	MULTIBAND X-	1	03/15/88	1,566.68	INSURANCE 03/15/88 ASSESSMENT	2,125.00	538.32
R&D:077V -003	GENRA SUPER EGR HI RES ED	1	03/05/88	155.93	INSURANCE 03/05/88 ASSESSMENT	208.95	52.96
R&D:078V -003	FLUORAD RELEASE 9 SOFTWARE	1	03/01/88	2,234.40	INSURANCE 03/01/88 ASSESSMENT	2,922.50	758.10
R&D:079V -003	FLAME METERS	1	03/22/88	281.43	INSURANCE 03/22/88 ASSESSMENT	344.77	63.34
R&D:080V -003	HYPLIFIER	1	03/04/88	857.56	INSURANCE 03/04/88 ASSESSMENT	1,050.50	192.94
R&D:081V -003	WAINFRANE 500 SER.	1	03/24/88	214.28	INSURANCE 03/24/88 ASSESSMENT	262.50	48.22
R&D:082V -003	VOLTAGE CURR. SURGE GENERATOR	1	03/14/88	8,552.00	INSURANCE 03/14/88 ASSESSMENT	10,525.20	1,933.20
R&D:083V -003	ISOLATION NETWORK 240 VAC	1	03/14/88	3,179.44	INSURANCE 03/14/88 ASSESSMENT	3,834.80	715.36
R&D:084V -003	PANTHER 612 PHONE/INSTALLATION	4	03/01/88	973.25	INSURANCE 03/01/88 ASSESSMENT	1,192.25	219.00
R&D:085V -003	VARIACS	2	03/18/88	421.23	INSURANCE 03/18/88 ASSESSMENT	516.03	94.80
R&D:086V -003	CURRENT PROBE	1	03/18/88	513.27	INSURANCE 03/18/88 ASSESSMENT	628.75	115.48
R&D:087V -003	INTEL CARD CHIP	1	12/10/87	201.15	INSURANCE 12/10/87 ASSESSMENT	307.85	106.70
R&D:088V -003	OSCILLOSCOPE	1	02/12/88	2,505.54	INSURANCE 02/12/88 ASSESSMENT	3,157.01	651.47
R&D:089V -003	POWERLINE DISTURBANCE SIMULATR	1	02/03/88	1,638.74	INSURANCE 02/03/88 ASSESSMENT	2,316.60	478.06
R&D:090V -003	CARD SYSTEM HOUSTON INST	1	01/26/88	3,096.94	INSURANCE 01/26/88 ASSESSMENT	4,328.05	1,231.11

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ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT 5194 VALUE
51 5555-51000000-430							
R&D:091V-003	ZERE VOLT SOLDERING STATION	1	04/01/88	180.63	INSURANCE 04/01/88 ASSESSMENT 04/01/88	151.87	20.58-
R&D:092V-003	3 KVA 150L. TRF.	1	04/30/88	839.21	INSURANCE 04/30/88 ASSESSMENT 04/30/88	807.17	36.98-
R&D:094V-003	ELEC CHAIRS D/CRK (5 CHAIRS)	1	04/11/88	604.53	INSURANCE 04/11/88 ASSESSMENT 04/11/88	533.75	69.16-
R&D:096V-003	COMPUTER C-20 RT STAND CONIF	1	04/15/88	1,289.55	INSURANCE 04/15/88 ASSESSMENT 04/15/88	1,148.95	137.40-
R&D:097V-003	BENCHES/CABINETS/DM TOP	1	05/12/88	2,571.35	INSURANCE 05/12/88 ASSESSMENT 05/12/88	2,584.11	4.81 76-
R&D:098V-003	WORKBENCHES	1	05/01/88	452.00	INSURANCE 05/01/88 ASSESSMENT 05/01/88	524.58	72.58-
R&D:099V-003	ELEC SWIVEL CHAIRS/SIDE CHAIRS	4	05/23/88	528.68	INSURANCE 05/23/88 ASSESSMENT 05/23/88	613.80	84.92-
R&D:100V-003	CURRENT PROBE	1	05/01/88	1,021.19	INSURANCE 05/01/88 ASSESSMENT 05/01/88	1,185.13	163.54-
R&D:101V-003	PRINTER/FILE CABINET/VOLT MTR	1	05/19/88	275.66	INSURANCE 05/19/88 ASSESSMENT 05/19/88	321.30	44.44-
R&D:102V-003	WHLRDE OFFICE CHAIRS/TWBLE	5	05/07/88	366.61	INSURANCE 05/07/88 ASSESSMENT 05/07/88	448.87	82.06-
R&D:103V-003	FORTH-TRAGE LIGHT BOX	1	06/01/88	156.69	INSURANCE 06/01/88 ASSESSMENT 06/01/88	177.19	20.50-
R&D:104V-003	MAX CHAIRS, DOLLIES	1	05/01/88	532.59	INSURANCE 05/01/88 ASSESSMENT 05/01/88	602.70	69.71-
R&D:105V-003	AMPLIFIER	1	06/30/88	1,100.34	INSURANCE 06/30/88 ASSESSMENT 06/30/88	1,244.25	143.91-
R&D:106V-003	DISTORTION ANALYZER	1	06/01/88	394.62	INSURANCE 06/01/88 ASSESSMENT 06/01/88	446.25	51.63-
R&D:107V-003	FLK 8060A	1	06/01/88	1,201.76	INSURANCE 06/01/88 ASSESSMENT 06/01/88	1,358.92	157.16-
R&D:109V-003	RST COMPUTER & RELATED HARDWARE	1	07/01/88	7,103.03	INSURANCE 07/01/88 ASSESSMENT 07/01/88	8,456.00	1,352.97-
R&D:110V-003	BENCHES, CABINETS, TOP	1	05/01/88	2,639.01	INSURANCE 05/01/88 ASSESSMENT 05/01/88	2,984.12	345.11-

WTECO CORPORATION
ASSET REPORT
BY G/L ASSET ACCOUNT

ASSET ACCOUNT 1430

ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
R&D:111V-003	PRINTER PONES	2	08/01/88	623.45	INSURANCE 08/01/88 ASSESSMENT	705.00	81.55-
R&D:113V-003	SYSTEM KITS	2	07/01/88	3,696.25	INSURANCE 07/01/88 ASSESSMENT	4,116.25	420.04-
R&D:114V-003	DET KIT RESER	1	07/15/88	480.00	INSURANCE 07/15/88 ASSESSMENT	529.20	49.20-
R&D:115V-003	OSCILLOSCOPE	1	07/30/88	2,142.73	INSURANCE 07/30/88 ASSESSMENT	2,304.75	162.02-
R&D:117V-003	5 DR LATERAL FILE CABINET	1	07/30/88	1,221.02	INSURANCE 07/30/88 ASSESSMENT	1,311.25	9.23-
R&D:118V-003	F.D. 3-OLE PUNCH	1	07/30/88	244.05	INSURANCE 07/30/88 ASSESSMENT	262.50	18.45-
R&D:119V-003	DELUXE FORM DESIGN SOFTWARE	1	07/01/88	142.78	INSURANCE 07/01/88 ASSESSMENT	153.92	21.14-
R&D:130-003	MICRO-CAP II SOFTWARE	1	07/15/88	855.77	INSURANCE 07/15/88 ASSESSMENT	947.95	122.18-
R&D:131V-003	FUSE GENERATOR	1	08/12/88	242.15	INSURANCE 08/12/88 ASSESSMENT	260.45	18.30-
R&D:132V-003	CAD PC-GENERER SOFTWARE	1	08/16/88	468.52	INSURANCE 08/16/88 ASSESSMENT	519.75	50.83-
R&D:133V-003	PRINTER STANDS	2	08/01/88	95.57	INSURANCE 08/01/88 ASSESSMENT	102.90	7.23-
R&D:134V-003	POWER MODULE	1	08/01/88	325.84	INSURANCE 08/01/88 ASSESSMENT	350.48	24.64-
R&D:135V-003	SOFTWARE & MOUSE PADS	1	08/01/88	392.19	INSURANCE 08/01/88 ASSESSMENT	434.70	42.51-
R&D:136V-003	SOFTWARE-PARADOX VE. 0	1	08/01/88	425.35	INSURANCE 08/01/88 ASSESSMENT	471.45	46.10-
R&D:137V-003	5 DR LATERAL FILE/LIGHT TABLE	1	07/31/88	366.07	INSURANCE 07/31/88 ASSESSMENT	393.75	27.68-
R&D:138V-003	BOOKCASE	1	07/31/88	164.10	INSURANCE 07/31/88 ASSESSMENT	176.50	12.40-
R&D:140V-003	WTCPS SOLDER STATION	1	10/02/88	272.38	INSURANCE 10/02/88 ASSESSMENT	292.66	20.28-

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01/04/88

VITEC CORPORATION
ASSET VALUE REPORT
BY S/L ASSET ACCOUNT

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GL ASSET ACCOUNT 1430

A S S E T
D E S C R I P T I O N

QTY ACQUIRED

NET BOOK VALUE

VALUE DATE

CURRENT VALUE

AT RISK VALUE

536

500

QTY ACQUIRED	DATE	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
1	08/31/86	241.23	08/31/88	259.16	17.95-
			06/31/86	259.16	17.95-
1	09/22/86	4,358.72	09/22/88	4,719.75	367.03-
			05/22/86	4,719.75	367.03-
1	09/16/88	210.13	09/16/86	225.78	15.65-
			09/16/86	225.78	15.65-
1	09/23/88	353.79	09/23/88	423.12	69.33-
			09/23/88	423.12	69.33-
1	09/09/88	57.85	09/09/88	102.75	4.90-
			09/09/88	102.75	4.90-
1	10/20/88	470.64	10/20/88	434.18	36.46-
			10/20/88	434.18	36.46-
1	10/27/88	159.95	10/27/88	209.95	50.00-
			10/27/88	209.95	50.00-
2	10/11/88	1,540.21	10/11/88	1,617.23	77.02-
			10/11/88	1,617.23	77.02-
1	11/07/88	1,560.20	11/07/88	1,596.25	36.05-
			11/07/88	1,596.25	36.05-
1	11/27/88	435.15	11/27/88	446.25	11.10-
			11/27/88	446.25	11.10-
1	09/22/88	603.94	09/22/88	648.95	45.01-
			09/22/88	648.95	45.01-
		81,429.76		100,285.64	18,855.88-
				100,285.64	18,855.88-

TOTAL FOR GL ASSET ACCOUNT 1430

01/03/89		VITEQ CORPORATION		ASSET VALUE REPORT		BY G/L ASSET ACCOUNT		PAGE 1	
ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE		
GL ASSET ACCOUNT 1440									
MFG10015 -001	SHELVING	4	06/16/87	196.04	INSURANCE ASSESSMENT 07/01/87	315.14	119.10-		
MFG10025 -001	PCB HOLDERS	4	06/09/87	241.72	INSURANCE ASSESSMENT 06/09/87	389.10	147.36-		
MFG10035 -001	FLUKE METERS	1	06/18/87	134.91	INSURANCE ASSESSMENT 06/18/87	216.95	82.04-		
MFG10045 -001	FLUKE METERS	1	06/12/87	231.72	INSURANCE ASSESSMENT 06/12/87	372.30	140.58-		
MFG1004V -001	WORKBENCHES	2	05/19/88	387.24	INSURANCE ASSESSMENT 05/19/88	449.40	62.16-		
MFG10055 -001	VARIACS	1	06/16/87	126.38	INSURANCE ASSESSMENT 06/16/87	203.20	76.92-		
MFG10075 -001	DOLBY SET/BATTERY	2	06/05/87	286.05	INSURANCE ASSESSMENT 06/05/87	460.25	174.20-		
MFG10085 -001	MAGNIFIER	1	06/19/87	84.67	INSURANCE ASSESSMENT 06/19/87	135.71	51.04-		
MFG10095 -001	RIN BOXES	4	07/01/87	90.56	INSURANCE ASSESSMENT 07/01/87	146.30	55.34-		
MFG10105 -001	CUTTING/REFORM MACHS-DIE SET	1	06/17/87	2719.85	INSURANCE ASSESSMENT 06/17/87	4373.25	1653.40-		
MFG10135 -001	PCB ASSEMBLY RAILS	4	06/16/87	135.66	INSURANCE ASSESSMENT 06/16/87	217.94	82.28-		
MFG1014V -001	PC CART	1	05/07/87	139.19	INSURANCE ASSESSMENT 05/07/87	320.45	121.26-		
MFG1017V -001	HARD DRIVE/ESB RD/MOV/CD-ERRC	1	01/06/87	1534.25	INSURANCE ASSESSMENT 01/06/87	3082.75	1548.50-		
MFG1018V -001	OPEN SYSTEMS MANUALS	1	01/09/87	311.34	INSURANCE ASSESSMENT 01/09/87	500.00	186.66-		
MFG1019V -001	OKIDATA M64 PRINTER	1	01/30/87	234.92	INSURANCE ASSESSMENT 01/30/87	472.50	237.58-		
MFG1027V -001	TAPE DRIVE FOR COMPUTER	1	02/28/87	201.60	INSURANCE ASSESSMENT 02/28/87	405.00	203.40-		
MFG1040V -001	CART W/48 BLUE RINS	1	05/26/87	24.63	INSURANCE ASSESSMENT 05/26/87	344.77	130.14-		

01/03/89

VITTED CORPORATION
ASSET VALUE REPORT
BY G/L ASSET ACCOUNT

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GL ASSET ACCOUNT	ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
1440	MF610505 -001	SOLDERING MACHINE	1	08/01/87	8,015.88	08/01/87	12,888.75	4,872.87-
							12,888.75	4,872.87-
	MF610515 -001	GATLIN GUN, STAND, ETC.	1	08/07/87	625.38	08/07/87	1,005.86	360.48-
							1,005.86	360.48-
	MF610525 -001	AIR LIFT CHAIRS	3	08/17/87	117.7	08/17/87	188.53	71.36-
							188.53	71.36-
	MF610535 -001	WORKBENCHES	8	08/05/87	1,984.83	08/05/87	3,191.37	1,206.54-
							3,191.37	1,206.54-
	MF610545 -001	SHELVES, PARTS, PLATFORM TRUCK	1	08/17/87	1,660.75	08/17/87	2,702.29	1,021.54-
							2,702.29	1,021.54-
	MF610555 -001	AIR COMPRESSOR W/ATTACHMENTS	1	08/19/87	2,131.41	08/19/87	3,522.99	1,531.58-
							3,522.99	1,531.58-
	MF610565 -001	VIT-VT-04-2 TOOLING CHARGE	1	08/24/87	326.58	08/24/87	525.00	198.42-
							525.00	198.42-
	MF610575 -001	PCB03-1 TOOLING CHARGE	1	07/21/87	140.00	07/21/87	225.00	85.00-
							225.00	85.00-
	MF610585 -001	PCB03-1 TOOLING CHARGE	1	07/31/87	53.88	07/31/87	151.36	57.50-
							151.36	57.50-
	MF610595 -001	PCB03-1 TOOLING CHARGE	1	07/31/87	347.88	07/31/87	559.48	211.60-
							559.48	211.60-
	MF610605 -001	PCB03-1 TOOLING CHARGE	1	08/31/87	725.62	08/31/87	1,167.00	441.38-
							1,167.00	441.38-
	MF610615 -001	TOOLING CHARGES	1	09/10/87	2,758.10	09/10/87	4,434.00	1,875.30-
							4,434.00	1,875.30-
	MF610625 -001	TOOLING	1	08/05/87	235.80	08/05/87	379.00	143.20-
							379.00	143.20-
	MF610635 -001	CRIMPING TOOL	1	09/01/87	187.47	09/01/87	301.35	113.88-
							301.35	113.88-
	MF610645 -001	TOOLING	1	09/22/87	126.77	09/22/87	206.31	77.74-
							206.31	77.74-
	MF610655 -001	SOLDER POT	1	08/25/87	207.29	08/25/87	333.65	126.36-
							333.65	126.36-
	MF610665 -001	PCB PARTS	1	09/15/87	1,230.10	09/15/87	1,978.20	748.10-
							1,978.20	748.10-

01/03/88		VITER CORPORATION		PAGE 3			
ASSET		ASSET VALUE REPORT		BY G/L ASSET ACCOUNT			
ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
GL ASSET ACCOUNT 1440							
MFG:1067V -001	PRODUCTION EQUIPMENT	1	08/15/87	94.79	INSURANCE 08/15/87 ASSESSMENT 08/15/87	152.63	57.84-
MFG:1063V -001	TODDLING	1	08/25/87	34.10	INSURANCE 08/25/87 ASSESSMENT 08/25/87	55.00	20.90-
MFG:1070S -001	CARRIERS/DIVIDERS/STRAPS/DOLLY	1	08/05/87	1,468.04	INSURANCE 08/05/87 ASSESSMENT 08/05/87	2,360.14	892.10-
MFG:1071S -001	WORKBENCH	1	10/23/87	265.80	INSURANCE 10/23/87 ASSESSMENT 10/23/87	459.90	174.10-
MFG:107ES -001	TODDLING	1	10/05/87	108.86	INSURANCE 10/05/87 ASSESSMENT 10/05/87	175.00	66.14-
MFG:109EV -001	FILE CABINETS (2)	2	03/25/88	162.86	INSURANCE 03/25/88 ASSESSMENT 03/25/88	199.50	36.64-
MFG:1093V -001	FLUKE METERS	1	03/22/88	281.43	INSURANCE 03/22/88 ASSESSMENT 03/22/88	344.77	63.34-
MFG:1094V -001	SIGNAL GENERATOR	1	02/02/88	1,428.58	INSURANCE 02/02/88 ASSESSMENT 02/02/88	1,800.04	371.46-
MFG:1095V -001	WEBS UNIT/TUNING UNIT/STRB.NET	1	02/04/88	2,036.36	INSURANCE 02/04/88 ASSESSMENT 02/04/88	2,641.41	545.05-
MFG:1098V -001	TODDLING	1	04/01/88	64.60	INSURANCE 04/01/88 ASSESSMENT 04/01/88	75.00	10.40-
MFG:1099V -001	30X60 EXEC. DESK	1	04/28/88	237.21	INSURANCE 04/28/88 ASSESSMENT 04/28/88	275.27	36.06-
MFG:1100V -001	4 DR LETTER FILE	1	04/11/88	121.29	INSURANCE 04/11/88 ASSESSMENT 04/11/88	140.85	19.46-
MFG:1101V -001	RIR LEFT CHAIRS	3	05/05/88	81.34	INSURANCE 05/05/88 ASSESSMENT 05/05/88	210.44	29.10-
MFG:1102V -002	TODDLING	1	05/06/88	215.42	INSURANCE 05/06/88 ASSESSMENT 05/06/88	250.00	34.58-
MFG:1103V -002	TODDLING	1	05/06/88	215.42	INSURANCE 05/06/88 ASSESSMENT 05/06/88	250.00	34.58-
MFG:1105V -001	WORKTABLES, CHAIRS, SHELVES	1	05/19/88	481.79	INSURANCE 05/19/88 ASSESSMENT 05/19/88	553.13	77.34-
MFG:1106V -002	TODDLING	1	05/19/88	153.56	INSURANCE 05/19/88 ASSESSMENT 05/19/88	225.00	31.14-

VALUED CORPORATION
 ASSET VALUE REPORT
 BY G/L ASSET ACCOUNT

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
MEG:107V-001	CORD PROBES & SOCKETS	1	05/31/88	1,019.97	INSURANCE 05/31/88 ASSESSMENT 05/31/88	1,153.35	133.38-
MEG:106V-001	CSC-SCOPE	1	05/31/88	2,076.29	INSURANCE 05/31/88 ASSESSMENT 05/31/88	2,347.81	271.52-
MEG:105V-001	FLK	1	05/31/88	305.60	INSURANCE 05/31/88 ASSESSMENT 05/31/88	345.57	39.97-
MEG:110V-001	TRAC-O-SCOPE	1	06/01/88	374.64	INSURANCE 06/01/88 ASSESSMENT 06/01/88	501.77	127.13-
MEG:111V-001	COYRTER W/MONITOR	1	06/01/88	1,158.62	INSURANCE 06/01/88 ASSESSMENT 06/01/88	1,426.95	268.33-
MEG:112V-001	WTCPS, B060A	1	06/01/88	702.60	INSURANCE 06/01/88 ASSESSMENT 06/01/88	794.50	91.90-
MEG:113V-001	B060A, WTCPS	1	06/01/88	339.60	INSURANCE 06/01/88 ASSESSMENT 06/01/88	451.86	52.26-
MEG:114V-001	PORT FOR 63:5	1	05/31/88	234.80	INSURANCE 05/31/88 ASSESSMENT 05/31/88	265.50	30.70-
MEG:115V-001	ACQUSTICAL COVER	1	06/30/88	97.47	INSURANCE 06/30/88 ASSESSMENT 06/30/88	110.21	12.74-
MEG:116V-001	40 MEG INTERNAL TAPE DRIVE	1	07/01/88	286.43	INSURANCE 07/01/88 ASSESSMENT 07/01/88	341.00	54.57-
MEG:117V-001	PANASONIC PRINTER	1	06/01/88	281.34	INSURANCE 06/01/88 ASSESSMENT 06/01/88	334.95	53.61-
MEG:118V-001	BENCHES & RAILS	1	05/31/88	879.35	INSURANCE 05/31/88 ASSESSMENT 05/31/88	994.35	115.00-
MEG:119V-001	PENNSYLVANIA SCALE	1	07/08/88	1,151.77	INSURANCE 07/08/88 ASSESSMENT 07/08/88	1,269.81	118.04-
MEG:120V-002	VIT-PCB11-03 TOOLING	1	07/18/88	232.43	INSURANCE 07/18/88 ASSESSMENT 07/18/88	250.00	17.57-
MEG:121V-002	WRE TOOLING AND TESTING	1	07/18/88	7,181.84	INSURANCE 07/18/88 ASSESSMENT 07/18/88	7,918.00	736.16-
MEG:122V-001	OSCILLOSCOPE	1	07/15/88	2,295.38	INSURANCE 07/15/88 ASSESSMENT 07/15/88	2,530.66	235.28-
MEG:124V-001	SPELVING FOR WORK BENCHES	1	07/29/88	137.01	INSURANCE 07/29/88 ASSESSMENT 07/29/88	147.38	10.37-

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WTEG CORPORATION
ASSET VALUE REPORT
BY 5/1 ASSET ACCOUNT

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ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT 3:31 VALUE
MEG1:35V-001	EPSON PRINTER	1	07/20/88	370.47	INSURANCE ASSESSMENT 07/20/88	408.45	37.98-
MEG1:37V-001	PAPER 1032 STANDARD PHONE	1	07/10/88	668.71	INSURANCE ASSESSMENT 07/10/88	256.25	27.54-
MEG1:37V-001	PIONEER SPEAKER/AMP/REC/TUNER	1	08/28/88	175.60	INSURANCE ASSESSMENT 08/28/88	186.88	13.28-
MEG1:38V-001	WORKBENCHES	5	08/10/88	2,747.97	INSURANCE ASSESSMENT 08/10/88	2,955.75	207.78-
MEG1:39V-001	WORKBENCHES	2	08/29/88	633.27	INSURANCE ASSESSMENT 08/29/88	896.70	63.03-
MEG1:30V-001	REFRIGERATOR-RESIDUAL	1	08/26/88	377.79	INSURANCE ASSESSMENT 08/26/88	406.35	26.56-
MEG1:31V-001	CRIMPING TOOL	1	08/10/88	343.21	INSURANCE ASSESSMENT 08/10/88	369.16	25.95-
MEG1:33V-001	OSCILLOSCOPE	1	07/31/88	2,352.77	INSURANCE ASSESSMENT 07/31/88	2,530.66	177.89-
MEG1:34V-001	BOOKCASE	1	07/31/88	132.49	INSURANCE ASSESSMENT 07/31/88	142.50	10.01-
MEG1:35V-001	FLUKES	1	09/06/88	612.13	INSURANCE ASSESSMENT 09/06/88	657.70	45.57-
MEG1:35V-001	LOGICAL CON. I/O BOX W/512K MEM	1	08/15/88	451.60	INSURANCE ASSESSMENT 08/15/88	490.00	36.40-
MEG1:37V-003	OSCILLOSCOPE	1	09/12/88	2,366.33	INSURANCE ASSESSMENT 09/12/88	2,542.50	176.17-
MEG1:38V-001	DISHWASHER	1	09/28/88	273.58	INSURANCE ASSESSMENT 09/28/88	293.95	20.37-
MEG1:39V-001	24"X60"X63" SHELF CART W/DOLLY	1	09/18/88	423.92	INSURANCE ASSESSMENT 09/18/88	455.48	31.56-
MEG1:40V-001	IRON CASE FOR PRODUCTION AREA	1	09/09/88	1,123.84	INSURANCE ASSESSMENT 09/09/88	1,207.50	83.66-
MEG1:41V-001	EPSON PRINTER	1	09/29/88	209.94	INSURANCE ASSESSMENT 09/29/88	227.80	17.86-
MEG1:42V-001	SHELF TRUCK	1	08/11/88	434.37	INSURANCE ASSESSMENT 08/11/88	466.70	32.33-

01/03/88
 WYERS CORPORATION
 ASSET VALUE REPORT
 BY G/L ASSET ACCOUNT-

ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RISK VALUE
WYB104EV-002	DIE SERVICE CHARGE	1	06/23/87	1,057.84	06/23/87	1,700.00	642.76-
WYB1097V-002	TOOLING CHARGE	1	11/10/87	108.86	06/23/87	1,700.00	642.76-
WYB106EV-002	PAPER CHARGE	1	07/31/88	630.05	11/07/87	150.00	41.14-
WYB1144V-002	TOOLING	1	08/11/88	93.07	11/07/87	150.00	41.14-
WYB1145V-002	TOOLING	1	08/15/88	166.14	07/31/88	920.00	69.95-
WYB1146V-001	TOOLING CHARGE - CRUWET	1	10/01/88	236.10	07/31/88	920.00	69.95-
TOTAL FOR GL ASSET ACCOUNT 1450				2,513.46	08/11/88	100.00	8.93-
GRAND TOTALS				2,513.46	08/15/88	200.00	13.86-
					08/15/88	200.00	13.86-
					10/01/88	250.00	11.90-
					10/01/88	250.00	11.90-
						3,320.00	806.54-
						3,320.00	806.54-
						3,320.00	806.54-

TO: THE CLERKS OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY
AND ANNE ARUNDEL COUNTY

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of VITEQ CORPORATION ("Debtor") show the following values for property which secures a total debt of \$2,500,000.00 to Perpetual Savings Bank, F.S.B.. The total debt owed to Perpetual Savings Bank, F.S.B. is evidenced by (i) a Demand Promissory Note of even date herewith from the Debtor to the order of Perpetual Savings Bank, F.S.B., and (ii) a Guaranty Agreement of even date herewith from the Debtor to and for the benefit of Perpetual Savings Bank, F.S.B., pursuant to which the Debtor has unconditionally guaranteed the obligations of Viteq Electronics, Inc. to Perpetual Savings Bank, F.S.B.

\$ 2,227,301.00 Total value of all property covered by financing statement

Prince George's County

\$ 228,854.00 Total value of all equipment, fixtures and other non-exempt property located in Prince George's County

$(Y) \div (X) = 10.27\% (A)$

Therefore, the amount of debt subject to recordation tax in Prince George's County is computed as follows:

$\$2,500,000.00 \times 10.27\% = \$256,750.00$

Anne Arundel County

\$ 0 Total value of all equipment, fixtures and other non-exempt property located in Anne Arundel County
(Z)

$(Z) \div (X) = 0\% (B)$

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Therefore, the amount of debt subject to recordation tax in Anne Arundel County is computed as follows:

$$\$2,500,000.00 \times \frac{0}{(B)} \% = \$ 0$$

VITEQ CORPORATION, A Delaware Corporation

By: Alex J. Sevinsky (SEAL)
Name: Alex J. Sevinsky
Title: President

Date: January 10, 1989

JT/DOC
Viteq-PA.RTC

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BOOK 536 PAGE 569

276072

To Be Recorded In The Chattel Records of Prince George's County And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax As Set Forth On Attached Recordation Tax Certificate Which Is To Be Paid To The Clerk Of The Circuit Court Of Prince George's County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. DEBTOR: VITEQ CORPORATION
10000 Aerospace Road
Lanham, Maryland 20706
- 2. SECURED PARTY: PERPETUAL SAVINGS BANK, F.S.B. CK
1440 New York Avenue, N.W.
Suite 200
Washington, D.C. 20005

RECORD FEE 88.00
POSTAGE .50
#274730 0777 N03 117:23
01/18/89

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 following assets and/or property rights of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor (provided that the security interest evidenced by this financing statement covers only those items of Equipment and Fixtures described in paragraph (iii) below), together with all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper and General Intangibles as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

85.8

- (iii) All Equipment and Fixtures which the Debtor presently owns or has an interest in, including, but not limited to those described on Schedule A attached hereto and made a part hereof;
- (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, patent applications, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (xi) General Intangibles in the form of goodwill; and
- (xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

VITEQ CORPORATION, A Delaware Corporation

By: Alex J. Severnisky (SEAL)
Name: Alex J. Severnisky
Title: President

Date: January 10, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 7740

JT/DOC
Viteq.FS

SCHEDULE A

536 573

ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	WARRANTY DATE	CURRENT VALUE	MT RISK VALUE	VETERAN CORPORATION	
								ASSET VALUE REPORT BY G/L	ASSET ACCOUNT
GL ASSET ACCOUNT	1400								
5&R10115 -007	TELEPHONE EQUIPMENT	1	07/28/87	2,093.57	07/29/87	3,366.25	1,272.68		
5&R10115 -007	TELEPHONE EQUIPMENT	1	07/27/87	5,206.99	07/27/87	6,371.85	3,164.86		
5&R10115 -004	OFFICE FURNITURE	1	07/27/87	5,206.99	07/27/87	6,371.85	3,164.86		
5&R10445 -004	CABINET STAND/COPIER	1	07/31/87	62.51	07/31/87	261.45	36.54		
5&R10445 -004	CABINET STAND/COPIER	1	07/31/87	62.51	07/31/87	261.45	36.54		
5&R10495 -004	2 DR. FILES/2 ROOM DIVIDERS	1	08/17/87	269.52	08/17/87	466.00	76.46		
5&R10495 -004	2 DR. FILES/2 ROOM DIVIDERS	1	08/17/87	269.52	08/17/87	466.00	76.46		
5&R1100V -004	CABINET-DARK OAK	1	03/18/88	312.00	03/18/88	382.20	70.20		
5&R1100V -004	CABINET-DARK OAK	1	03/18/88	312.00	03/18/88	382.20	70.20		
5&R1101V -005	SWITCH BOARD - PREAMPLIFIER	1	01/18/88	107.70	01/18/88	157.40	49.70		
5&R1101V -005	SWITCH BOARD - PREAMPLIFIER	1	01/18/88	107.70	01/18/88	157.40	49.70		
5&R1102V -007	BELL-FRAX LINE	1	01/29/88	1,002.51	01/29/88	1,464.75	462.24		
5&R1102V -007	BELL-FRAX LINE	1	01/29/88	1,002.51	01/29/88	1,464.75	462.24		
5&R1106V -007	MICROWAVE-PRIVASOUND	1	02/08/88	135.20	02/08/88	186.96	53.76		
5&R1106V -007	MICROWAVE-PRIVASOUND	1	02/08/88	135.20	02/08/88	186.96	53.76		
5&R1107V -004	XEROX COPIER (Leased)	1	07/27/87	3,294.15	07/27/87	6,617.15	3,323.00		
5&R1107V -004	XEROX COPIER (Leased)	1	07/27/87	3,294.15	07/27/87	6,617.15	3,323.00		
5&R1108V -004	SIDE CHAIRS #15 ZENIX	1	04/11/88	1,162.64	04/11/88	1,372.50	189.86		
5&R1108V -004	SIDE CHAIRS #15 ZENIX	1	04/11/88	1,162.64	04/11/88	1,372.50	189.86		
5&R1109V -004	PRINTER 1032 UPGRADE/PHONES	1	04/22/88	2,261.90	04/22/88	2,625.00	363.10		
5&R1109V -004	PRINTER 1032 UPGRADE/PHONES	1	04/22/88	2,261.90	04/22/88	2,625.00	363.10		
5&R1114V -004	END TABLE/COMPTER TABLE/RECEPT.	1	05/05/88	214.05	05/05/88	248.43	34.38		
5&R1114V -004	END TABLE/COMPTER TABLE/RECEPT.	1	05/05/88	214.05	05/05/88	248.43	34.38		
5&R1115V -004	PROCESSOR DESK	1	08/24/88	426.00	08/24/88	458.21	32.21		
5&R1115V -004	PROCESSOR DESK	1	08/24/88	426.00	08/24/88	458.21	32.21		
5&R1116V -004	EXEC SWIVEL CHAIR	1	08/24/88	177.49	08/24/88	190.92	13.43		
5&R1116V -004	EXEC SWIVEL CHAIR	1	08/24/88	177.49	08/24/88	190.92	13.43		
5&R1117V -004	CALCULATOR	1	08/29/88	31.79	08/29/88	141.75	9.96		
5&R1117V -004	CALCULATOR	1	08/29/88	31.79	08/29/88	141.75	9.96		
5&R1120V -004	RECEPT. GREEN FURN. INCL. FIX. STR.	3	09/09/88	1,666.92	09/09/88	2,006.97	140.05		
5&R1120V -004	RECEPT. GREEN FURN. INCL. FIX. STR.	3	09/09/88	1,666.92	09/09/88	2,006.97	140.05		
5&R1121V -004	CONFERENCE ROOM FURNITURE	1	09/09/88	1,856.77	09/09/88	1,995.00	138.23		
5&R1121V -004	CONFERENCE ROOM FURNITURE	1	09/09/88	1,856.77	09/09/88	1,995.00	138.23		

FORM 530 574

WITCO CORPORATION
ASSET VALUE REPORT
BY S/L ASSET ACCOUNT

PAGE 3

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT-RISK VALUE
56R1125V-005	HANDSOME PRINTER 240/51 CPS	1	10/12/88	461.23	INSURANCE 10/12/88 ASSESSMENT	494.17	32.94-
56R1127V-005	TWO DRAWER LETTER FILES (2)	2	10/11/88	164.21	INSURANCE 10/11/88 ASSESSMENT	133.43	30.78-
56R1128V-005	5-DRAW MICROWAVE OVEN	1	10/26/88	219.56	INSURANCE 10/26/88 ASSESSMENT	230.96	11.00-
56R1129V-005	PHONES - DOWN PAYMENT NEW BLDG	24	10/07/88	2,764.99	INSURANCE 10/07/88 ASSESSMENT	2,903.25	138.26-
56R1130V-004	PHONES & INSTALL-NEW BUILDING	1	11/14/88	184.12	INSURANCE 11/14/88 ASSESSMENT	1,213.00	26.86-
56R1131V-004	EXECUTIVE DESKS	6	10/22/88	2,655.18	INSURANCE 10/22/88 ASSESSMENT	2,955.55	30.88-
56R11053V-006	72" BOOKCASE ORK LAMINATE	1	04/28/88	100.10	INSURANCE 04/28/88 ASSESSMENT	116.18	16.06-
56R11095V-006	CAMERA CARRYING CASE	1	03/01/88	63.71	INSURANCE 03/01/88 ASSESSMENT	85.31	21.60-
56R11097V-006	PROJECTOR/VIEWER/UN TRAY/REMOTE	1	03/11/88	301.06	INSURANCE 03/11/88 ASSESSMENT	403.20	102.14-
56R11035V-006	OVERHEAD PROJECTOR	1	02/26/88	2,638.38	INSURANCE 02/26/88 ASSESSMENT	302.40	86.02-
56R11044V-006	TV & VCR	1	01/28/88	421.81	INSURANCE 01/28/88 ASSESSMENT	616.35	194.54-
56R11055V-006	MARKETING DISPLAY	1	02/16/88	3,174.58	INSURANCE 02/16/88 ASSESSMENT	4,000.00	825.42-
56R11065V-006	2 DR LETTER FILE-PUTTY	1	04/28/88	111.27	INSURANCE 04/28/88 ASSESSMENT	129.15	17.88-
56R11077V-006	30X60 EXECUTIVE DESK	1	04/11/88	314.08	INSURANCE 04/11/88 ASSESSMENT	364.50	50.42-
56R11094V-006	2 DR LEGAL FILE-PUTTY W/LOCK	1	05/23/88	108.35	INSURANCE 05/23/88 ASSESSMENT	125.73	17.38-
56R11111V-006	MANUFACTURE & INSTALL SIGN	1	06/01/88	1,120.70	INSURANCE 06/01/88 ASSESSMENT	1,267.25	146.55-
56R11114V-006	FORMATION 35" TABLE W/CASE	1	09/06/88	632.56	INSURANCE 09/06/88 ASSESSMENT	743.51	50.95-

01/04/83		WITEG CORPORATION		PAGE 3			
R S S E T		ASSET VALUE REPORT		BY G/L ASSET ACCOUNT			
1 2	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
GL ASSET ACCOUNT	1400						
KT1115V -006	MIRAGE 35" TABLE W/CASE	1	03/06/85	532.45	INSURANCE 09/06/88 ASSESSMENT 09/06/88	636.56 636.56	44.11 44.11
TOTAL FOR GL ASSET ACCOUNT 1400				532.45		47,095.25 47,095.25	11,456.44 11,456.44
GL ASSET ACCOUNT	1420						
GA10065 -005	COMPUTER EQUIPMENT	1	06/15/87	2,215.46	INSURANCE 06/15/87 ASSESSMENT 06/15/87	4,450.60 4,450.60	2,235.14 2,235.14
GA10435 -005	MAX 666 COMPUTER/PRINTER	1	08/19/87	2,611.12	INSURANCE 08/19/87 ASSESSMENT 08/19/87	5,245.44 5,245.44	2,634.32 2,634.32
GA10675 -004	LABELMAKER	1	10/08/87	205.53	INSURANCE 10/08/87 ASSESSMENT 10/08/87	420.65 420.65	211.16 211.16
GA1051V -005	MAX 666 COMPUTER/BWDEK SCREEN	1	02/04/88	1,764.12	INSURANCE 02/04/88 ASSESSMENT 02/04/88	2,485.40 2,485.40	701.28 701.28
GA1110V -005	SOUND SHIELD/MICRO PRINTER	1	05/24/88	129.05	INSURANCE 05/24/88 ASSESSMENT 05/24/88	146.27 146.27	20.22 20.22
GA1115V -006	COMPUTER & RELATED HARDWARE	1	07/01/86	4,639.32	INSURANCE 07/01/86 ASSESSMENT 07/01/86	5,523.00 5,523.00	863.66 863.66
GA1116V -005	PRINTER	1	08/25/88	325.37	INSURANCE 08/25/88 ASSESSMENT 08/25/88	360.63 360.63	35.26 35.26
GA1119V -005	2 COMPUTERS/6MHz/1WS/B/I CONTR	2	08/08/86	2,711.44	INSURANCE 08/08/88 ASSESSMENT 08/08/88	3,005.30 3,005.30	293.86 293.86
GA1122V -005	FD:1.44M HH GRV PAN W/HARDWARE	1	09/12/88	133.12	INSURANCE 09/12/88 ASSESSMENT 09/12/88	144.45 144.45	11.33 11.33
GA1123V -005	LOTUS AGENDA SOFTWARE	1	09/23/88	229.35	INSURANCE 09/23/88 ASSESSMENT 09/23/88	248.85 248.85	19.50 19.50
GA1124V -005	PLAYS SMARTCOM III MODEM	1	09/23/88	168.38	INSURANCE 09/23/88 ASSESSMENT 09/23/88	182.70 182.70	14.32 14.32
GA1130P -005	COMPUTER/40MB28MS/MONITOR/PRTR	6	10/19/88	14,533.40	INSURANCE 10/19/88 ASSESSMENT 10/19/88	15,571.50 15,571.50	1,036.10 1,036.10
GA1131V -005	VENTURA PUBLISHER SFTWR UPDATE	1	10/31/88	117.60	INSURANCE 10/31/88 ASSESSMENT 10/31/88	126.00 126.00	8.40 8.40
KT10065 -006	COMPUTER EQUIPMENT	1	06/15/87	2,215.47	INSURANCE 06/15/87 ASSESSMENT 06/15/87	4,450.61 4,450.61	2,235.14 2,235.14

01/24/85

VITES CORPORATION
ASSET VALUE REPORT
BY G/L ASSET ACCOUNT

ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
GL ASSET ACCOUNT	1430						
MAT:023V-006	MOUSE (BUS) W/PC PRINTER/USH	1	02/09/87	87.43	INSURANCE 02/09/87 ASSESSMENT 02/09/87	135.45 135.45	88.02- 88.02-
MAT:024V-006	VENTURA PUBLISHER 1.0	1	02/24/87	364.81	INSURANCE 02/24/87 ASSESSMENT 02/24/87	733.05 733.05	366.44- 366.44-
MAT:025V-006	256 K MEMORY UPGRADE	1	02/26/87	36.40	INSURANCE 02/26/87 ASSESSMENT 02/26/87	73.50 73.50	37.10- 37.10-
MAT:026V-006	2 COMPUTERS C-20 AT STAND CONF	1	04/15/88	2,459.14	INSURANCE 04/15/88 ASSESSMENT 04/15/88	2,853.90 2,853.90	394.76- 394.76-
MAT:027V-006	EXCEL SPREADSHEET 3+5	1	05/26/88	254.60	INSURANCE 05/26/88 ASSESSMENT 05/26/88	315.00 315.00	60.20- 60.20-
MAT:028V-006	PARASOUND PRINTER/CABLE	1	03/11/88	326.14	INSURANCE 03/11/88 ASSESSMENT 03/11/88	403.20 403.20	77.06- 77.06-
MAT:029V-006	4 DRW LETTER FIVE WITH LOCKS	1	10/11/88	149.17	INSURANCE 10/11/88 ASSESSMENT 10/11/88	156.63 156.63	7.46- 7.46-
TOTAL FOR GL ASSET ACCOUNT	1430			35,657.42	INSURANCE ASSESSMENT	47,013.17 47,013.17	1,135.75- 1,135.75-
GL ASSET ACCOUNT	1430						
G&A:039V-003	OSC:--OSCSCOPE	1	06/31/88	2,356.20	INSURANCE 06/31/88 ASSESSMENT 06/31/88	2,531.61 2,531.61	172.41- 172.41-
R&D:003S-003	FLUKE METERS	1	06/18/87	134.91	INSURANCE 06/18/87 ASSESSMENT 06/18/87	216.95 216.95	82.04- 82.04-
R&D:005S-003	VARIACS	1	06/16/87	126.39	INSURANCE 06/16/87 ASSESSMENT 06/16/87	203.21 203.21	76.82- 76.82-
R&D:015V-003	MOUSE (BUS) W/PC PRINTER/USH	1	12/30/86	70.10	INSURANCE 12/30/86 ASSESSMENT 12/30/86	140.70 140.70	70.60- 70.60-
R&D:016V-003	PC COMPUTER - XT	1	01/02/87	939.80	INSURANCE 01/02/87 ASSESSMENT 01/02/87	1,687.44 1,687.44	947.64- 947.64-
R&D:020V-003	PRINTER, CABLE, PRINTER STAND	1	02/02/87	101.46	INSURANCE 02/02/87 ASSESSMENT 02/02/87	200.00 200.00	96.54- 96.54-
R&D:024V-003	OSCILLOSCOPE/AMPLIFIER	1	02/12/87	739.62	INSURANCE 02/12/87 ASSESSMENT 02/12/87	1,185.30 1,185.30	449.66- 449.66-
R&D:026V-003	ME93E OKIDATA PRINTER	1	02/28/87	308.41	INSURANCE 02/28/87 ASSESSMENT 02/28/87	619.75 619.75	311.34- 311.34-

BOOK 536 PAGE 576

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A S S E T		DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
R&D:074V	-003	30X80 DESKS	4	03/04/88	1,106.80	INSURANCE 03/04/88 ASSESSMENT	1,355.62	249.02-
R&D:075V	-003	30X72 DESK	1	03/14/88	883.42	INSURANCE 03/04/88 ASSESSMENT	347.22	63.80-
R&D:076V	-003	MULTISYNC XL	1	03/15/88	1,586.68	INSURANCE 03/15/88 ASSESSMENT	2,125.00	538.32-
R&D:077V	-003	GENDR SUPER EGR HI RES BD	1	03/15/88	195.99	INSURANCE 03/05/88 ASSESSMENT	206.95	52.96-
R&D:078V	-003	ALTOUCH RELEASE S SOFTWARE	1	03/01/88	2,234.40	INSURANCE 03/01/88 ASSESSMENT	2,932.50	758.10-
R&D:079V	-003	FLAME METERS	1	03/22/88	281.43	INSURANCE 03/22/88 ASSESSMENT	344.77	63.34-
R&D:080V	-003	AMPLIFIER	1	03/14/88	857.56	INSURANCE 03/04/88 ASSESSMENT	1,050.50	192.94-
R&D:081V	-003	WAINORANE 500 SER.	1	03/24/88	214.28	INSURANCE 03/24/88 ASSESSMENT	262.50	48.22-
R&D:082V	-003	VOLTAGE CURR. SURGE GENERATOR	1	03/14/88	8,532.00	INSURANCE 03/14/88 ASSESSMENT	10,525.20	1,993.20-
R&D:083V	-003	ISOLATION NETWORK 240 VAC	1	03/14/88	3,179.44	INSURANCE 03/14/88 ASSESSMENT	3,894.80	715.36-
R&D:084V	-003	PANTHER BLUE PHONE/INSTALLATION	4	03/01/88	973.25	INSURANCE 03/01/88 ASSESSMENT	1,192.25	219.00-
R&D:085V	-003	VARIACS	2	03/18/88	421.23	INSURANCE 03/18/88 ASSESSMENT	516.03	94.80-
R&D:086V	-003	CURRENT PROBE	1	03/18/88	513.27	INSURANCE 03/18/88 ASSESSMENT	628.75	115.48-
R&D:087V	-003	INTEL CRD CHIP	1	12/10/87	201.15	INSURANCE 12/10/87 ASSESSMENT	307.85	106.70-
R&D:088V	-003	OSCILLOSCOPE	1	02/12/88	2,505.54	INSURANCE 02/12/88 ASSESSMENT	3,157.01	651.47-
R&D:089V	-003	POWERLINE DISTURBANCE SIMULATR	1	02/03/88	1,838.74	INSURANCE 02/03/88 ASSESSMENT	2,316.80	478.06-
R&D:090V	-003	CARD SYSTEM -DUSTON INST	1	01/26/88	3,096.54	INSURANCE 01/26/88 ASSESSMENT	4,328.05	1,231.51-

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ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	INSURANCE ASSESSMENT	DATE	CURRENT VALUE	RT RISK VALUE
51 ASSET ACCOUNT 1430								
RAD1029V -003	WHT-CHD	1	05/22/87	127.17	INSURANCE ASSESSMENT	05/22/87	255.35	-26.18-
RAD1039V -003	TRAIN INT. ONE TRIP FOR FC	1	06/03/87	245.46	INSURANCE ASSESSMENT	06/03/87	255.35	-26.18-
RAD1031V -003	UNIV. TEMP./TEMP-DIV CURR PROBE	1	12/18/86	121.53	INSURANCE ASSESSMENT	12/18/86	195.51	73.96-
RAD1032V -003	STOOD/SWITCHES/..C.S/CAPACITOR	1	01/09/87	221.23	INSURANCE ASSESSMENT	01/09/87	355.65	-34.66-
RAD1033V -003	PROBE, CURRENT	1	02/02/87	703.87	INSURANCE ASSESSMENT	02/02/87	1,131.97	426.10-
RAD1035V -003	POWER MODULE	1	02/27/87	531.74	INSURANCE ASSESSMENT	02/27/87	533.22	201.48-
RAD1036V -003	V-21E LAB EQUIPMENT	1	02/28/87	308.04	INSURANCE ASSESSMENT	02/28/87	495.54	-67.50-
RAD1037V -003	ELE.ECT./DISTORTION ANALYZER	1	04/28/87	257.33	INSURANCE ASSESSMENT	04/28/87	477.69	180.36-
RAD1038V -003	FLUKE	1	04/01/87	222.58	INSURANCE ASSESSMENT	04/01/87	342.02	125.44-
RAD1039V -003	FLUKE	1	05/30/87	136.63	INSURANCE ASSESSMENT	05/30/87	219.27	62.64-
RAD1041V -003	CABINETS	8	06/03/87	141.64	INSURANCE ASSESSMENT	06/03/87	228.22	86.58-
RAD1045S -003	HYFOT TESTING UNIT	1	07/21/87	467.19	INSURANCE ASSESSMENT	07/21/87	750.85	283.66-
RAD1046S -003	OSCI.-OSCOP	1	07/31/87	1,963.41	INSURANCE ASSESSMENT	07/31/87	3,156.89	1,193.48-
RAD1047S -003	STK. ERROR PROGRAMMER	1	08/12/87	182.66	INSURANCE ASSESSMENT	08/12/87	367.50	184.84-
RAD1046S -003	ELECTRONIC CAMERA	1	08/10/87	390.63	INSURANCE ASSESSMENT	08/10/87	628.57	237.74-
RAD1066V -003	POWERS-AT	1	10/07/87	172.66	INSURANCE ASSESSMENT	10/07/87	277.90	105.24-
RAD1073V -003	72" BOOKCASES	8	03/04/88	650.88	INSURANCE ASSESSMENT	03/04/88	797.36	146.48-

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WATER CORPORATION
 ASSET VALUE REPORT
 BY S/L ASSET ACCOUNT

PAGE 7

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT 5754 VALUE
8601091V-003	ZERO VOLT SUBSTATION	1	04/01/88	1304.69	INSURANCE 04/01/88 ASSESSMENT 04/01/88	151.67	20.58-
8601095V-003	3 KVA 150V. TRF.	1	04/20/88	2304.21	INSURANCE 04/20/88 ASSESSMENT 04/20/88	151.67	20.58-
8601094V-003	ELEC CHAIRS D/ORK (5 CHAIRS)	1	04/11/88	604.59	INSURANCE 04/11/88 ASSESSMENT 04/11/88	267.17	36.96-
8601096V-003	COMPUTER C-80 RT STD CONF	1	04/15/88	11225.55	INSURANCE 04/15/88 ASSESSMENT 04/15/88	267.17	36.96-
8601097V-003	BEV-ES/CABINETS/LAM TOP	1	05/12/88	2197.35	INSURANCE 05/12/88 ASSESSMENT 05/12/88	933.75	129.16-
8601098V-003	WORKBENCHES	1	05/01/88	452.00	INSURANCE 05/01/88 ASSESSMENT 05/01/88	2197.35	129.16-
8601095V-003	ELEC SWIVEL CHAIRS/SIDE CHAIRS	4	05/23/88	526.68	INSURANCE 05/23/88 ASSESSMENT 05/23/88	524.56	72.58-
8601090V-003	CURRENT PROBE	1	05/01/88	11021.19	INSURANCE 05/01/88 ASSESSMENT 05/01/88	524.56	72.58-
8601091V-003	PRINTER, FILE CABINET, VOLT MTR	1	05/19/88	276.66	INSURANCE 05/19/88 ASSESSMENT 05/19/88	321.30	44.44-
8601092V-003	WALLACE OFFICE CHAIRS/TABLE	5	05/07/88	366.61	INSURANCE 05/07/88 ASSESSMENT 05/07/88	446.67	52.06-
8601093V-003	NORTH-TRACO LIGHT BOX	1	06/01/88	156.69	INSURANCE 06/01/88 ASSESSMENT 06/01/88	446.67	52.06-
8601094V-003	MAX CHAIRSERS, DOZZIES	1	05/01/88	532.59	INSURANCE 05/01/88 ASSESSMENT 05/01/88	177.19	20.50-
8601095V-003	AMPLIFIER	1	06/30/88	1100.34	INSURANCE 06/30/88 ASSESSMENT 06/30/88	177.19	20.50-
8601096V-003	DISTRIBUTION ANALYZER	1	06/01/88	394.62	INSURANCE 06/01/88 ASSESSMENT 06/01/88	602.70	69.71-
8601097V-003	FLKX BOBDA	1	06/01/88	11201.76	INSURANCE 06/01/88 ASSESSMENT 06/01/88	602.70	69.71-
8601098V-003	RT COMPUTER & RELATED HARDWARE	1	07/01/88	7103.03	INSURANCE 07/01/88 ASSESSMENT 07/01/88	11244.25	143.91-
8601099V-003	BENCHES, CABINETS, TOP	1	05/01/88	21639.01	INSURANCE 05/01/88 ASSESSMENT 05/01/88	11244.25	143.91-

01/04/85

WITTED CORPORATION
ASSET VALUE REPORT
BY G/L ASSET ACCOUNT

PAGE 6

A S S E T
DESCRIPTION

QTY DATE
ACQUIRED

NET BOOK
VALUE

VALUE
DATE

CURRENT
VALUE

AT-RISK
VALUE

51 ASSET ACCOUNT 1430

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QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT-RISK VALUE
2	06/01/88	623.45	INSURANCE 06/01/88 ASSESSMENT 06/01/88	705.00	81.55-
2	07/01/88	3,656.25	INSURANCE 07/01/88 ASSESSMENT 07/01/88	705.00	81.55-
2	07/01/88	480.00	INSURANCE 07/01/88 ASSESSMENT 07/01/88	4,116.25	420.04-
1	07/15/88	480.00	INSURANCE 07/15/88 ASSESSMENT 07/15/88	529.20	45.20-
1	07/30/88	2,142.73	INSURANCE 07/30/88 ASSESSMENT 07/30/88	529.20	49.20-
1	07/30/88	122.02	INSURANCE 07/30/88 ASSESSMENT 07/30/88	2,304.75	63.02-
1	07/30/88	244.05	INSURANCE 07/30/88 ASSESSMENT 07/30/88	2,304.75	63.02-
1	07/01/88	142.78	INSURANCE 07/01/88 ASSESSMENT 07/01/88	1,311.25	5.23-
1	07/15/88	825.77	INSURANCE 07/15/88 ASSESSMENT 07/15/88	1,311.25	5.23-
1	08/12/88	242.15	INSURANCE 08/12/88 ASSESSMENT 08/12/88	1,63.92	21.14-
1	08/16/88	466.92	INSURANCE 08/16/88 ASSESSMENT 08/16/88	1,63.92	21.14-
2	08/01/88	95.67	INSURANCE 08/01/88 ASSESSMENT 08/01/88	947.95	122.18-
1	08/01/88	325.84	INSURANCE 08/01/88 ASSESSMENT 08/01/88	947.95	122.18-
1	08/01/88	392.19	INSURANCE 08/01/88 ASSESSMENT 08/01/88	1,02.90	7.23-
1	08/01/88	425.35	INSURANCE 08/01/88 ASSESSMENT 08/01/88	1,02.90	7.23-
1	07/31/88	366.07	INSURANCE 07/31/88 ASSESSMENT 07/31/88	350.48	24.64-
1	07/31/88	164.10	INSURANCE 07/31/88 ASSESSMENT 07/31/88	350.48	24.64-
1	07/31/88	272.38	INSURANCE 07/31/88 ASSESSMENT 07/31/88	434.70	42.51-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	434.70	42.51-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	471.45	46.10-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	471.45	46.10-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	393.75	27.68-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	393.75	27.68-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	176.50	12.40-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	176.50	12.40-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	176.50	12.40-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	20.28-	20.28-
1	10/02/88	292.66	INSURANCE 10/02/88 ASSESSMENT 10/02/88	20.28-	20.28-

UNITED CORPORATION
 ASSET VALUE REPORT
 BY G/L ASSET ACCOUNT

QTY	DESCRIPTION	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
1	GL ASSET ACCOUNT 1430					
1	VAR. TRANSFORMER	08/31/88	241.23	INSURANCE ASSESSMENT 08/31/88	239.18	17.95-
1	XEROX ES10 ENG COPIER W/STAND	09/22/88	4,352.72	INSURANCE ASSESSMENT 09/22/88	4,759.75	327.03-
1	1500CT TRANSFORMER	09/16/88	210.13	INSURANCE ASSESSMENT 09/16/88	225.78	15.65-
1	(E)N-VOL-TAGE, (1)PASSIVE PROBES	09/23/88	353.79	INSURANCE ASSESSMENT 09/23/88	423.12	25.33-
1	ORDR SYSMS - TECH SUPPORT	09/09/88	97.85	INSURANCE ASSESSMENT 09/09/88	102.75	4.90-
1	FRANSONID P.595 PRINTER	10/20/88	470.64	INSURANCE ASSESSMENT 10/20/88	494.18	23.54-
1	FUNCTION GENERATOR	10/27/88	159.95	INSURANCE ASSESSMENT 10/27/88	209.95	10.00-
2	EXECUTIVE DESKS & FIVE CHAIRS	10/11/88	11,540.21	INSURANCE ASSESSMENT 10/11/88	11,617.23	77.02-
1	DISTRIBDGE (120HZ)	11/07/88	1,560.20	INSURANCE ASSESSMENT 11/07/88	1,598.25	38.05-
1	AC SOURCE	11/27/88	435.15	INSURANCE ASSESSMENT 11/27/88	446.25	11.10-
1	XEROX ES10 COPIER STARTER PCKG	09/22/88	603.54	INSURANCE ASSESSMENT 09/22/88	648.95	45.01-
	TOTAL FOR GL ASSET ACCOUNT 1430		81,429.76	INSURANCE ASSESSMENT	100,285.64	18,855.88-

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01/03/89		VITEO CORPORATION		ASSET VALUE REPORT		BY G/L ASSET ACCOUNT		PAGE 2	
GL ASSET ACCOUNT	1440	ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
MF310505	-001		SOLDERING MACHINE	1	08/01/87	8,015.88	08/01/87	12,888.75	4,872.87-
			ASSESSMENT		08/01/87			12,888.75	4,872.87-
MF310515	-001		GATLIN GUN, STAND, ETC.	1	08/07/87	625.38	08/07/87	1,005.86	380.48-
			ASSESSMENT		08/07/87			1,005.86	380.48-
MF310525	-001		AIR LIFT CHAIRS	3	08/17/87	117.7	08/17/87	188.53	71.36-
			ASSESSMENT		08/17/87			188.53	71.36-
MF310535	-001		WORKBENCHES	8	08/05/87	1,984.83	08/05/87	3,151.37	1,206.54-
			ASSESSMENT		08/05/87			3,151.37	1,206.54-
MF310545	-001		SHELVES, CARTS, PLATFORM TRUCK	1	06/17/87	1,660.75	08/17/87	2,702.29	1,021.54-
			ASSESSMENT		08/17/87			2,702.29	1,021.54-
MF310555	-001		AIR COMPRESSOR W/ATTACHMENTS	1	08/19/87	2,131.41	08/19/87	3,522.99	1,331.58-
			ASSESSMENT		08/19/87			3,522.99	1,331.58-
MF310565	-001		VIT-VT-64-2 TOOLING CHARGE	1	08/24/87	326.58	08/24/87	525.00	198.42-
			ASSESSMENT		08/24/87			525.00	198.42-
MF310575	-001		PCB03-1 TOOLING CHARGE	1	07/21/87	140.00	07/21/87	225.00	85.00-
			ASSESSMENT		07/21/87			225.00	85.00-
MF310585	-001		FACE FEETER ASSEMBLY/PARTS KIT	1	07/31/87	53.88	07/31/87	151.38	57.50-
			ASSESSMENT		07/31/87			151.38	57.50-
MF310595	-001		FEED-H-VAC	1	07/31/87	347.86	07/31/87	559.48	211.60-
			ASSESSMENT		07/31/87			559.48	211.60-
MF310605	-001		TOOLING CHARGE	1	08/31/87	725.62	08/31/87	1,167.00	441.33-
			ASSESSMENT		08/31/87			1,167.00	441.33-
MF310615	-001		TOOLING CHARGES	1	09/10/87	2,758.10	09/10/87	4,434.00	1,675.30-
			ASSESSMENT		09/10/87			4,434.00	1,675.30-
MF310625	-001		TOOLING	1	08/05/87	235.30	08/05/87	379.00	143.20-
			ASSESSMENT		08/05/87			379.00	143.20-
MF310635	-001		CRIMPING TOOL	1	09/01/87	167.47	09/01/87	301.35	113.88-
			ASSESSMENT		09/01/87			301.35	113.88-
MF310645	-001		TOOLING	1	09/22/87	126.77	09/22/87	206.51	77.74-
			ASSESSMENT		09/22/87			206.51	77.74-
MF310655	-001		SOLDER POT	1	08/25/87	207.29	08/25/87	333.65	126.36-
			ASSESSMENT		08/25/87			333.65	126.36-
MF310665	-001		PCB PARTS	1	09/15/87	1,250.10	09/15/87	1,978.20	748.10-
			ASSESSMENT		09/15/87			1,978.20	748.10-

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01/03/89		VITED CORPORATION		PAGE 3			
ASSET ID		ASSET VALUE REPORT		BY G/L ASSET ACCOUNT			
GL ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	AT RISK VALUE
MF61067V -001	PRODUCTION EQUIPMENT	1	08/15/87	94.79	08/15/87	152.63	57.84-
					08/15/87	152.63	57.84-
MF61069V -001	TOOLING	1	08/25/87	34.10	08/25/87	55.00	20.90-
					08/25/87	55.00	20.90-
MF61070S -001	CARRIERS/DIVIDERS/STRAPS/DOLLY	1	08/05/87	1,468.04	08/05/87	2,360.14	892.10-
					08/05/87	2,360.14	892.10-
MF61071S -001	WORKBENCH	1	10/23/87	285.60	10/23/87	459.90	174.10-
					10/23/87	459.90	174.10-
MF61072S -001	TOOLING	1	10/05/87	108.86	10/05/87	175.00	66.14-
					10/05/87	175.00	66.14-
MF61093EV -001	FILE CABINETS (2)	2	03/25/88	162.86	03/25/88	199.50	36.84-
					03/25/88	199.50	36.84-
MF61093V -001	FLUKE METERS	1	03/22/88	281.43	03/22/88	344.77	63.34-
					03/22/88	344.77	63.34-
MF61094V -001	SIGNAL GENERATOR	1	02/02/88	1,428.58	02/02/88	1,800.04	371.46-
					02/02/88	1,800.04	371.46-
MF61095V -001	MEHS. UNIT/TUNING UNIT/STRB.NET	1	02/04/88	2,036.36	02/04/88	2,641.41	545.05-
					02/04/88	2,641.41	545.05-
MF61098V -001	TOOLING	1	04/01/88	64.60	04/01/88	75.00	10.40-
					04/01/88	75.00	10.40-
MF61099V -001	30X60 EXEC. DESK	1	04/28/88	237.21	04/28/88	275.27	38.06-
					04/28/88	275.27	38.06-
MF61100V -001	4 DR LETTER FILE	1	04/11/88	121.39	04/11/88	140.65	19.46-
					04/11/88	140.65	19.46-
MF61101V -001	AIR LIFT CHAIRS	3	05/05/88	181.34	05/05/88	210.44	29.10-
					05/05/88	210.44	29.10-
MF61102V -002	TOOLING	1	05/06/88	215.42	05/06/88	250.00	34.58-
					05/06/88	250.00	34.58-
MF61103V -002	TOOLING	1	05/06/88	215.42	05/06/88	250.00	34.58-
					05/06/88	250.00	34.58-
MF61105V -001	WORKTABLES, CARTS, SHELVES	1	05/19/88	481.79	05/19/88	559.13	77.34-
					05/19/88	559.13	77.34-
MF61106V -002	TOOLING	1	05/19/88	153.86	05/19/88	225.00	31.14-
					05/19/88	225.00	31.14-

01/03/88
 A S S E T
 DESCRIPTION
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 VALUE

PAGE 4

ASSET ACCOUNT	DESCRIPTION	QTY	DATE RECEIVED	NET BOOK VALUE	CURRENT VALUE	AT RISK VALUE
WFG1107V-001	DRILL - OAD PROBS & SOCKETS	1	05/31/88	1,019.97	1,153.35	133.38-
WFG1106V-001	OSCILLOSCOPE	1	05/31/88	2,076.29	2,347.81	271.52-
WFG1105V-001	FLUX	1	05/31/88	305.80	345.57	39.97-
WFG1110V-001	ATTACH: O-SCOPE	1	06/01/88	374.84	501.77	127.13-
WFG1111V-001	COMPUTER w/MONITOR	1	06/01/88	1,138.62	1,426.95	228.33-
WFG1112V-001	WTPS, 8060A	1	06/01/88	702.60	794.50	91.90-
WFG1113V-001	8060A, WTPS	1	06/01/88	339.60	451.86	52.26-
WFG1114V-001	PART FOR 8315	1	05/31/88	234.80	265.50	30.70-
WFG1115V-001	ACOUSTICAL COVER	1	06/30/88	97.47	110.21	12.74-
WFG1116V-001	40 MEG INTERNAL TAPE DRIVE	1	07/01/88	266.43	341.00	54.57-
WFG1117V-001	PANASONIC PRINTER	1	06/01/88	281.34	334.95	53.61-
WFG1118V-001	BENCHES & RAILS	1	05/31/88	879.35	994.35	115.00-
WFG1119V-001	PENNSYLVANIA SCALE	1	07/08/88	1,151.77	1,269.81	118.04-
WFG1120V-002	VIT-PROB:1-03 TOOLING	1	07/18/88	232.43	250.00	17.57-
WFG1121V-002	NRE TOOLING AND TESTING	1	07/18/88	7,181.84	7,918.00	736.16-
WFG1122V-001	OSCILLOSCOPE	1	07/15/88	2,295.38	2,530.66	235.28-
WFG1124V-001	SPELVING FOR WORK BENCHES	1	07/29/88	137.01	147.38	10.37-

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UNITED CORPORATION
 ASSET VALUE REPORT
 BY S/L ASSET ACCOUNT

QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RISK VALUE
1	07/20/88	370.47	INSURANCE ASSESSMENT 07/20/88	408.45	37.98-
1	07/10/88	668.71	INSURANCE ASSESSMENT 07/10/88	238.25	27.54-
1	08/28/88	175.60	INSURANCE ASSESSMENT 08/28/88	188.68	13.28-
5	08/10/88	2,747.97	INSURANCE ASSESSMENT 08/10/88	2,955.75	207.78-
2	08/29/88	633.67	INSURANCE ASSESSMENT 08/29/88	896.70	63.03-
1	08/26/88	377.79	INSURANCE ASSESSMENT 08/26/88	406.35	28.56-
1	08/10/88	343.21	INSURANCE ASSESSMENT 08/10/88	369.16	25.95-
1	07/31/88	2,352.77	INSURANCE ASSESSMENT 07/31/88	2,530.66	177.89-
1	07/31/88	132.49	INSURANCE ASSESSMENT 07/31/88	142.50	10.01-
1	09/06/88	612.13	INSURANCE ASSESSMENT 09/06/88	657.70	45.57-
1	08/15/88	451.60	INSURANCE ASSESSMENT 08/15/88	490.00	38.40-
1	09/12/88	2,366.33	INSURANCE ASSESSMENT 09/12/88	2,542.50	176.17-
1	09/28/88	273.58	INSURANCE ASSESSMENT 09/28/88	293.95	20.37-
1	09/18/88	423.92	INSURANCE ASSESSMENT 09/18/88	455.48	31.56-
1	09/09/88	1,123.84	INSURANCE ASSESSMENT 09/09/88	1,207.50	83.66-
1	09/29/88	209.94	INSURANCE ASSESSMENT 09/29/88	227.80	17.86-
1	08/11/88	434.37	INSURANCE ASSESSMENT 08/11/88	466.70	32.33-

01/03/88
 WITCO CORPORATION
 ASSET VALUE REPORT
 BY G/L ASSET ACCOUNT

ASSET ID	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT-RISK VALUE
GF ASSET ACCOUNT 1440							
WFG1143V-001	DEBOLA STATION	1	08/11/88	406.72	INSURANCE ASSESSMENT 08/11/88	437.00	30.28-
WFG1146V-001	STACC	1	09/30/88	224.70	INSURANCE ASSESSMENT 09/30/88	235.94	11.24-
WFG1147V-001	MICROBUFFER - SER-32K	1	10/01/88	117.80	INSURANCE ASSESSMENT 10/01/88	123.70	5.90-
WFG1149V-001	OSCILLOSCOPE	1	11/03/88	2,470.41	INSURANCE ASSESSMENT 11/03/88	2,530.66	60.25-
WFG1150V-001	FLUKE (2)	1	11/02/88	628.45	INSURANCE ASSESSMENT 11/02/88	643.78	15.33-
WFG1151V-001	INDIRECT TEST SOFTWARE	1	11/04/88	7,139.88	INSURANCE ASSESSMENT 11/04/88	7,853.87	713.99-
WFG1152V-001	FW85-E748	1	10/28/88	455.46	INSURANCE ASSESSMENT 10/28/88	507.54	12.08-
TOTAL FOR GF ASSET ACCOUNT 1440				79,636.64	INSURANCE ASSESSMENT	104,391.94	24,555.10-
GRAND TOTALS				79,636.64	INSURANCE ASSESSMENT	104,391.94	24,555.10-

01/03/88

WATER CORPORATION
ASSET VALUE REPORT
BY G/L ASSET ACCOUNT

PAGE

ASSET ACCOUNT	DESCRIPTION	QTY	DATE ACQUIRED	NET BOOK VALUE	VALUE DATE	CURRENT VALUE	RT RISK VALUE
GL ASSET ACCOUNT 1450							
YF6104EV -002	DIE SERVICE CHARGE	1	06/23/87	1,057.84	INSURANCE 06/23/87 ASSESSMENT 06/23/87	1,700.00	642.75-
YF61037V -002	TOOLING CHARGE	1	11/10/87	106.86	INSURANCE 11/10/87 ASSESSMENT 11/10/87	150.00	41.14-
YF6103EV -002	PLATE CHARGE	1	07/31/88	630.05	INSURANCE 07/31/88 ASSESSMENT 07/31/88	920.00	85.95-
YF61044V -002	TOOLING	1	08/11/88	53.07	INSURANCE 08/11/88 ASSESSMENT 08/11/88	100.00	6.53-
YF61045V -002	TOOLING	1	08/15/88	186.14	INSURANCE 08/15/88 ASSESSMENT 08/15/88	300.00	13.86-
YF61046V -001	TOOLING CHARGE - CRUMMET	1	10/01/88	238.10	INSURANCE 10/01/88 ASSESSMENT 10/01/88	350.00	11.90-
TOTAL FOR GL ASSET ACCOUNT 1450				3,513.46	INSURANCE ASSESSMENT	3,320.00	806.54-
GRAND TOTALS				3,513.46	INSURANCE ASSESSMENT	3,320.00	806.54-

TO: THE CLERKS OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY AND ANNE ARUNDEL COUNTY

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of VITEQ CORPORATION ("Debtor") show the following values for property which secures a total debt of \$2,500,000.00 to Perpetual Savings Bank, F.S.B.

\$ 2,227,301.00

Total value of all property covered by financing statement

Prince George's County

\$ 228,854.00

Total value of all equipment, fixtures and other non-exempt property located in Prince George's County

$(Y) \div (X) = 10.27\% (A)$

Therefore, the amount of debt subject to recordation tax in Prince George's County is computed as follows:

$\$2,500,000.00 \times 10.27\% = \$256,750.00$

Anne Arundel County

\$ 0
(Z)

Total value of all equipment, fixtures and other non-exempt property located in Anne Arundel County

$(Z) \div (X) = 0\% (B)$

Therefore, the amount of debt subject to recordation tax in Anne Arundel County is computed as follows:

$\$2,500,000.00 \times \frac{0}{(B)}\% = \$ 0$

VITEQ CORPORATION, A Delaware Corporation

By: Alex J. Severinsky (SEAL)
Name: Alex J. Severinsky
Title: President

Date: January 10, 1989

276073

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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) Seaboard Leasing Company 2861 Jessup Road Jessup, Maryland 20794	2. Secured Party(ies) and address(es) Bell Atlantic TriCon Leasing Corporation 95N Route 17 South Paramus, NJ 07653	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #276073 0117 R03 T17:28 CK 01/18/89
4. This financing statement covers the following types (or items) of property: All leases, Security Agreements, and other documents assigned to Secured Party, from time to time, the payments due thereunder, and the personal property described therein, and all proceeds of the foregoing XXXXXX including insurance proceeds. "Not subject to recordation tax" File with Local 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 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:

SEABOARD LEASING COMPANY
By: [Signature]
Signature(s) of Debtor(s)

BELL ATLANTIC TRICON LEASING CORPORATION
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

115 STANDARD FORM - FORM UCC-1.

276074

BOOK 536 PAGE 591

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) ROLLINS FRANK L. 8205 WASHINGTON BLVD. LOT #61 JESSUP MD 20794	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 OK 11/18/87
5 This Financing Statement covers the following types (or items) of property 1975 HOLLY PARK -0- 14 X 60 SERIAL # 6023648 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 CONTRACTS <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 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 <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>Frank L. Rollins</u> Signature(s) of Debtor(s) (1) Filing Officer Copy - Numerical		By _____ 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

STATE OF MARYLAND

276075

BOOK 536 PAGE 532 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 5/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name ANNAPOLIS LIFE CARE, INC.
Address 2901 Riva Trace Parkway, Annapolis, Maryland 21401

2. ~~SECURED PARTY~~ LESSOR:

Name NATIONAL TELECOMMUNICATIONS EQUIPMENT CORPORATION
Address 30500 Northwestern Hwy., Suite 401, Farmington Hills, MI 48018

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 1.10
RECORDED FEE 9.90
POSTAGE .50
#274810 0777 R03 T17:29
01/18/89

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

1 AT&T System 75XE Telephone System

LOCATION: 2901 Riva Trace Parkway
Annapolis, Maryland 21401

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.
THE FILING COVERED BY THIS UCC-1 FINANCING STATEMENT IS CONSIDERED A TRUE LEASE BY LESSEE AND LESSOR AND IS FILED FOR INFORMATION PURPOSES ONLY.

Name and address of Assignee
CONCORD COMMERCIAL CORPORATION
1625 Colonial Parkway
Inverness, IL 60067

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)

2901 Riva Trace Parkway, Annapolis, Maryland 21401

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

CTY: MD SCH #1

Signature of LESSEE

STEVEN J. CHIAVERONE ADMINISTRATOR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of LESSOR

SUSAN B. GLOWINSKI ASST. TREAS.
Type or Print Above Signature on Above Line

(X)

1150

276076

BOOK 536 PAGE 593

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)

Henry William Seay, Jr.
1277 lavall Drive
Davidsonville, Md. 21035

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
#274820 0777 R03 T17:29
CK 01/18/89

4 This financing statement covers the following types (or items) of property:

1988 Freightliner Ser. # 1FVXYXY92JH320642

1988 R/S Dump Body Ser. # 88101538

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp
P.O. Box A
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

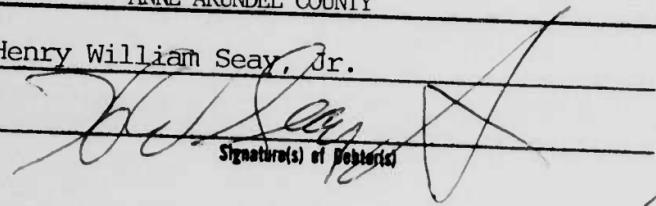
Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

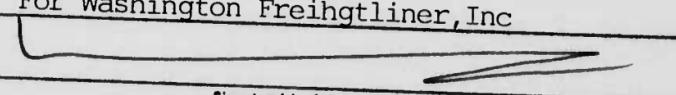
Filed with: ANNE ARUNDEL COUNTY

1347979

Henry William Seay, Jr.

For Washington Freightliner, Inc

By: 
Signature(s) of Debtor(s)

By: 
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical 114

603469 Rev. 12-80

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 276077

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. []

This financing statement dated 1-10-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAULA S CALLAS

Address 400 AURORA DRIVE, MILLERSVILLE, ANNE ARUNDEL CO, MD 21108

2. SECURED PARTY

Name AMERICAN TRUCK & EQUIPMENT CO

Address 10,000 PULASKI HWY

BALTIMORE, MD 21220

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1-10-94

4. This financing statement covers the following types (or items) of property: (list)

All instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, intangibles and accounts, including Dealer Reserve Accounts maintained by Secured Party, money or other property now or hereafter owned by Debtor, or in which Debtor now has or hereafter acquires an interest and which are now or hereafter in possession of Secured Party or as to which Secured Party now or hereafter controls possession by documents of title or otherwise, and all proceeds of the property herein described.

1988 MITSUBISHI FUSO FE434 VIN-JW6ADE1E4JL002445
w/14' DURALITE VAN BODY - #226055-72
1988 MITSUBISHI FUSO - FE434 - VIN - JW6ADE1C1JL002404
w/14' DURALITE VAN BODY - #226055-63

RECORD FEE 11.00
#274830 U777 R03 117430
CK 01/18/89

CHECK [X] 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)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Paula S Callas
(Signature of Debtor)
PAULA S. CALLAS

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AMERICAN TRUCK & EQUIPMENT CO
[Signature of Secured Party]

Type or Print Above Name on Above Line

11

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Brown & Brown Builders, Ltd. 2110 Priest Bridge Dr., Ste9 Crofton, MD 21114</p>	<p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
#274850 C777 R03 117-32
01/18/89

CK

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

BROWN & BROWN BUILDERS, LTD.

THE ZAMOISKI CO.

(Type Name)
By: *Russell W. Brown* (SEAL)
Russell W. Brown

By: *John J. Mulkey*

By: _____ (SEAL)

Nov 28 19 *88*

(Date Signed by Debtor)
John J. Mulkey
Vice President/Treasurer

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

BOOK 536 PAGE 598

276080

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)
National Telecommunications
Equipment Corporation
3050 Northwestern Highway, Suite 401
Farmington Hills, MI 48018

2. Secured Party(ies) and address(es)
Concord Commercial Corporation
1933 N. Meacham Rd., Suite 480
Schaumburg, IL 60173

For Filing Officer (Date, Time, Number,
and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#274930 0717 R03 T17:35
CK 01/18/89

4. This financing statement covers the following types (or items) of property:
Equipment and/or inventory consisting of
One (1) AT & T System 75XE Telephone System
including all attachments and accessories thereto, and all
proceeds and products thereof, together with all documents,
general intangibles, contract rights, instruments, accounts,
and chattel paper arising out of the leasing, sale or other
disposition thereof.

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: Anne Arundell County,
Maryland

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

National Telecommunications Equipment Corporation

Concord Commercial 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.

1150

1150

276081

BOOK 536 PAGE 599

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 tra...
1 Debtor(s) (Last Name First) and Address(es) GALANTE SHEILA M. CHESAPEAKE MH COURT LOT #56 HANOVER MD 21076	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108	4 For Filing Officer Date, Time, No. ... RECORD FEE 11.00 POSTAGE .50 #274940 0777 R03 T17:36 CK 01/18/99	
5 This Financing Statement covers the following types (or items) of property 1986 LIBERTY -0- 14 X 56 SERIAL # 08L57436 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 240 WOODBRIDGE, VA 22194 <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)	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner		
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or 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).	
GALANTE SHEILA M. <i>Sheila M. Galante</i>		CHESAPEAKE MOBILE HOMES, INC.	
By _____ Signature(s) of Debtor(s) (1) Filing Officer Copy - Numerical	By _____ Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania	

112

276032

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
Corman Construction, Inc.
 12001 Guilford Road
 Jessup, MD 29794-0160
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
 6400 Arlington Boulevard
 Falls Church, VA 22042
- 3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following types (or items) of property: (Describe)

Two (2) Used Terex TS-14B Scrapers,
SN HS21217 and HS21237

One (1) New Caterpillar 963 Loader, complete
SN 21Z02362

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):

Corman Construction, Inc.

W G Cox

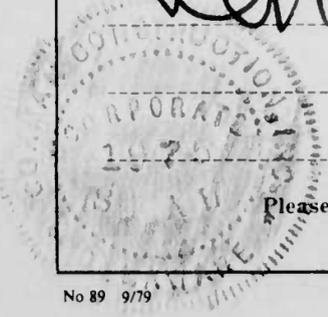
William G. Cox
President

Secured Party:

First Virginia Commercial Corporation

Harold V. Dellinger, II

Harold V. Dellinger, II
Vice President



Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

RECORD FEE 11.00
POSTAGE .50
#274990 C777 R03 117-39
01/18/89

CK

11/2

**END
LIBER**